

Your Logo

WEBSITE DESIGN AGREEMENT

Your Company Name

Address
phone

CLIENT:

PHONE:

AUTHORIZED CONTACT:

SITE:

BRAND/WEBSITE CMS SYSTEM AGREEMENT

AGREEMENT

This Website CMS System Agreement (“Agreement”) is entered into between the above-listed parties for the website design of a custom responsive website with content management system. By entry into this Agreement, the parties agree to be bound by the following terms:

This Agreement is for the creation of a functional website from an approved static concept and is all-inclusive, taking into consideration brand message, design, content management and user interface.

Custom Website Design and Development includes admin area allowing for client management.

INITIAL CONCEPT DIRECTIONS + FINAL STATIC DESIGN

Once the initial deposit is received by {YOURBUSINESS}, we typically provide 2-3 initial concept directions, starting with the home page for master brand styling and moving to the interior landing pages. We may make recommendations for improved user experience or SEO structure. Our goal will be to create a professional brand image that instills consumer trust and promotes a call to action as well as meeting your needs for updating content.

Building and populating Website Templates. We will create a temporary URL or development URL and as the website structure is being built, we will begin populating pages with text information provided by client or from the client’s existing site in combination with stock photography (if needed) as well as custom logos and photos provided by you. {YOURBUSINESS} will provide a link to the development area, so that the Client may continually view updates and progress to the site and express their preferences or changes as they arise.

CLIENT INVOLVEMENT AND APPROVAL

{YOURBUSINESS} prides itself in providing excellent customer service. To that end, we encourage input from the Client during the design process. Initial design work will be made available for the Client’s viewing and approval. Communication between {YOURBUSINESS} and the Client is crucial to ensure that the ultimate publication will match the Client’s taste and needs. The project scope included in this Agreement is based on Client’s representations of Client’s tastes and needs, for which Client accepts full responsibility for communicating to {YOURBUSINESS}.

WORKFLOW & TIMELINE

Initial concepts will be provided within 3 weeks of entry into this Agreement. Total Project Time estimated at 10-15 weeks. {YOUR BUSINESS} ability to provide a completed project depends upon receiving input and feedback from Client and thus time for completion of the Project may vary.

Upon finalization of the design (design of initial web page concepts for client approval), the Client will be asked to confirm acceptance of the design(s) via e-mail or by signing a printed copy of the designs (web page layouts).

Once the design is accepted, website template coding will begin. After approval of the template design, completion of the work defined in the scope of this Proposal/Agreement will serve as confirmation that we have upheld our end of the agreement, and that the Client acknowledges our work as complete.

{YOURBUSINESS} is developing this website with the understanding that the site will launch (Go Live) with Client’s approval and the balance for work will be paid in full at that time.

INCLUDED IN PROPOSAL

CUSTOM RESPONSIVE THEME DESIGN & IMPLEMENTATION

We will customize a mobile responsive theme using the Stencil Framework and based on an approved static concept. We will be creating mock up layouts for final approval (we do NOT limit the number of revisions, but please note that any changes made after coding has been implemented may incur additional billing) We begin with the home page, category landing pages, product landing page for universal styling. This design process will include custom logo design, establishing brands colors and styling.

While we do our best to accommodate the BigCommerce admin editor, some customization goes beyond the inherent nature of BigCommerce and may require hard-coded elements or custom java script that can make editing certain elements more difficult. (we can clarify with email & phone call if this occurs).

THEME & PAGES:

- Custom eCommerce store built using Stencil on BigCommerce.
- Customer Group Set Up*
- Checkout Design - one page checkout
- Thank You Page Design
- Social Integration ie: facebook, G+, LinkedIn, Instagram, etc.
- Facebook SocialShop - your store right on you Facebook page.
- Category Page Layout (customized css styling)
- Product Setup - UP TO 20 PRODUCT BUNDLES, & editing product descriptions.
- Microdata / rich snippet set up including "click to call" phone number.
- Google WMT and Analytics tracking set up
- Sitewide HTTPS with Dedicated SSL
- BigCommerce Blog Page - includes migration of existing blog information.
- Training Session for admin management (1 hour)
- 15 Day Follow Up support after launch (Follow up support covers technical issues that may arise after site launch, but does not include further development of the site.)

INTEGRATIONS THAT ARE INCLUDED:

- MailChimp or Constant Contact Integration.
- BigCommerce Native order management for in-house fulfillment.
- Payment Gateway Integration Assistance
- Google Analytics eCommerce Tracking)

Recommended Apps - 3rd Party Apps often have monthly fees.

If a client requires the additional functionality of one of these apps the client must approve and register them with a credit card.

CUSTOMER LOYALTY & REWARDS:

(TBD - SMILE.IO = FEES NONE*)

Yotpo Loyalty & Referrals App - Starts at Free

SHIPPING & FULFILLMENT Basic:

[HTTPS://WWW.BIGCOMMERCE.COM/APPS/SHIPPING-FULFILLMENT/](https://www.bigcommerce.com/apps/shipping-fulfillment/)

InStock Notify

Notify customer when product is back instock - \$18/mo

Rewind Backups

<https://rewind.com/pricing-backups/> starts at \$9/mo.

SHIPPING & FULFILLMENT Multichannel:

Amazon Multi-Channel Fulfillment App - FREE

Google Shopping APP:

Google Shopping & Sales App - Starts at \$10/mo

Facebook Ads APP:

FB Ads app by sales and orders - Starts at \$10/mo

*Any script or code customizations not defined prior to this proposal or represented and clarified in or with mock ups are considered not included.

FIXED RATE PRICING BREAKDOWN

Website Design as defined on this page is a fixed-rate cost. Additional items or changes will incur additional costs, as outlined in the Terms of Services.

DESIGN

- \$3,300.00

Concept design based on **best UX standards**, site mapping and navigational development phase. Create visuals for global styling, category, product level and informational page layouts to be approved for functionality and theme coding. This process takes into consideration: UX, customer flow, engagement, CTA's and Conversion Optimization. Includes custom logo design, and shipping box application of brand assets.

*PAYMENT TERMS:

1/3% Deposit to start, 1/3 Due upon global concept approval, and 1/3 balance due upon approval of interior pages: product, informational, checkout, contact and registration to begin coding.

THEME DEVELOPMENT

- \$4,700.00

Coding and development for creating a functional mobile friendly and responsive store using the stencil framework based on the approved design concepts. This will be based on **determining your** site content and pre-defined content pages prior to development phase.

*PAYMENT TERMS:

50% Deposit to start and 50% upon completed coding of the previously approved concepts.

PAYMENT/CHECKOUT SETUP

- \$350.00

Integration of client payment gateway with store, set up of payment methods for customer checkout. Also, includes basic shipping setup.

3RD PARTY APPS

- TBD

We are scoping the use of 4 additional 3rd party apps to accomplish the functionality required for; Kit builder, loyalty/rewards programs, & shipping/fulfillment, and possibly in stock notify. Often these integrations are handled by the 3rd party provider, in the case that we need to assist we are estimating up to 3 hours **total integration and is included in the development fee.** Additional Apps will be assessed seperately.

UNFORSEEN DEVELOPMENT ISSUES

In the instance where the client determines additional functionality beyond what was discussed and clarified in this proposal is required to improve or perfect the shopping experience.

*PAYMENT TERMS:

These items will be Assessed at hourly rate - only invoiced actual time used.

HOSTING

- TBD

EXAMPLE: BigCommerce has several hosting plans designed to accommodate different store sizes and functionality. You can view all hosting plans here: <https://www.bigcommerce.com/essentials/pricing/>

*IMPORTANT NOTES:

We recommend the PLUS hosting plan for this type of store. Fee is \$79.95/mo and includes free sitewide HTTPS and SSL

PAYMENT TERMS

Client shall pay 1/2 of the total fixed-rate cost prior to commencement of work by {YOUR BUSINESS} as a non-refundable deposit. {YOUR BUSINESS} shall invoice the final 1/2 of the total fixed-rate cost upon site launch (Go-Live). Invoices shall be immediately due and payable.

Any changes to the work included in the Proposal must be made by written change order. To be effective, a change order must be completed by the following method: (i) A written change order prepared by {YOUR BUSINESS} must be signed by both {YOUR BUSINESS} and Client and returned to {YOUR BUSINESS} within two (2) days of its delivery to Client; (ii) {YOUR BUSINESS} shall have the sole discretion to choose how to implement changes described in any particular change order. The change order shall specify the change in work, the additional cost to Client for the change, and any impact on the project schedule; (iii) Any additional cost to Client shall be due and payable by Customer at the time the change order is executed. Pixel shall have the option to withhold commencement of work required by the change order until payment is received. Any signed change orders executed pursuant to this Agreement are incorporated herein by this reference.

Third Party or Client Page Modification. Some Clients choose to independently edit or update their web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. {YOUR BUSINESS} shall not be responsible for any independently made edits or revisions by Client or any other third party. Should changes made by Client or a third party impair the ability of the website to display or function properly, any repairs necessary shall be at the sole expense of the Client.

General Repairs/Maintenance. Cost to repair the web pages will be assessed at an hourly rate with a one hour minimum. Client is encouraged to consider purchasing a Maintenance Agreement in advance.

CONTENT, OWNERSHIP, ACKNOWLEDGEMENTS

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to {YOUR BUSINESS} for inclusion in the Client's website & branding are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, and defend Pixel and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

{YOUR BUSINESS} certifies that all delivered items and website content (inclusive of text, graphics/images, code, etc.) provided are being purchased outright by the Client and the Client will retain copyright ownership of these assets including design. Pixel certifies that these elements do not infringe upon the rights of other parties, and will be free of royalties, licenses, hosting or maintenance fees and the like.

In the event there are exceptions to the foregoing, {YOUR BUSINESS}, to the extent they are known, shall disclose such exceptions in this proposal or subsequent documentation, identifying the specific rights limitations and all associated costs including but not limited to royalties, license and maintenance fees.

{YOUR BUSINESS} will immediately notify the Client in writing if, during the course of the project any additional exceptions or fees arise. This includes but is not limited to rights limitations, royalties, license fees, or other costs associated with proposed content. Content subject to such constraints will not be incorporated into the project without Client's written consent.

CONTENT & PHOTOGRAPHY

Content - Includes text, logos, data sheets, pdf's, Video and images.

{YOUR BUSINESS} will be responsible for design and UX flow of content made available to {YOUR BUSINESS} at the time of project initiation. Any new text, images, videos or other content developed by Client during the design and development phase can be added by {YOUR BUSINESS} to replace any existing content. Any content that requires the addition of new pages (informational or otherwise) must be disclosed to {YOUR BUSINESS} prior to the mutual acceptance of this proposal or may not be covered by the fixed-rate specified in this proposal.

*We will provide a separate proposal for your custom photography needs.

If you require stock photography {YOUR BUSINESS} will help you source images and purchase stock photos upon approval by Client. These will be assessed in addition to the fixed-rate price.

BROWSER TESTING

{YOURBUSINESS} tests its work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. {YOURBUSINESS} does not test in other older browsers unless specifically agreed upon. If Client needs an enhanced design for an older browser, {YOURBUSINESS} will provide a separate estimate for this work.

MOBILE BROWSER TESTING

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they are using. {YOURBUSINESS} tests all designs in:

iOS: Safari, Google Chrome Android: Google Chrome on Android Emulator {YOURBUSINESS} does not test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless specifically agreed upon.

If Client wants {YOURBUSINESS} to test using these, {YOURBUSINESS} can provide a separate estimate upon request.

CHANGES AND ADDITIONS

Any changes or additions to the website that require work beyond that which was outlined in the Proposal will require a change order as outlined in the payment terms section.

MEETINGS AND CALLS

Time spent in meetings and calls (aside from those related to the work provided for in the Proposal) with Client is considered billable time.

PROJECT DELAYS / ABANDONMENT

If {YOURBUSINESS} is unable to complete its work due to a delay caused by Client (at {YOURBUSINESS} discretion), Client authorizes {YOURBUSINESS} to invoice client for an amount due commensurate with the progress made and time invested to that point, and Client agrees to honor such invoices, which shall be immediately due and payable. Client acknowledges that, in such cases, any remaining work may need to be rescheduled, as {YOUR BUSINESS} time may be allocated to other clients. In extreme cases, such as project abandonment by Client, {YOUR BUSINESS} may terminate the agreement. Client acknowledges that, if an abandoned project is reopened, a new scope, timeline, and fee structure will apply.

CLIENT DEFAULT. Upon a default by Client for failure to remit payment pursuant to the terms of this Agreement, {YOURBUSINESS} may immediately stop work on the website and suspend further work if payments are not made to {YOURBUSINESS} in accordance with the Payment Terms. Upon the insolvency or bankruptcy of Client or default by Client for breach of any other term of this Agreement, including termination of this Agreement for any reason other than a breach of this Agreement by {YOURBUSINESS} shall be entitled to retain any payments already made by Client and may recover from Client all other damages allowable under law, including labor costs, design costs, materials purchased, and fees for any services provided prior to termination. In the event of default, {YOURBUSINESS} shall provide Client with written notice of the breach and a 14-day right to cure.

ACKNOWLEDGEMENTS

While this Agreement addresses liability issues, a number of common considerations, including those listed below as well as other similar considerations, regarding web development services are hereby acknowledged by Client. In all cases, Client shall not hold {YOURBUSINESS} liable for any damages related to these issues. Client agrees that, if {YOURBUSINESS} is asked to address any such issues, such requests constitute additional billable work and a change order will be necessary to proceed.

Open Source Errors.

{YOURBUSINESS} utilizes open source and other free code. Inherent in these systems (even the most advanced) are risks such as functionality issues, unpredictability, and other errors that could have an adverse effect on web site performance and, in turn, on a business dependent on such performance.

Outside Factors.

Client acknowledges that, after a website is finished, outside factors can affect a website's performance. For example, new browser releases may interpret web pages differently than before, causing a website to look or behave differently than it once did. Or, a security update applied later may render an existing component unusable. {YOURBUSINESS} shall not be liable for issues with website performance caused directly or indirectly by outside factors.

Issues Related to Site Upgrades, Work on Existing Sites, and/or Sites for Which Others Have or Had Direct or Indirect Access to the Server. In these situations, web servers often contain residual files, code changes, database changes, and/or server settings not created by {YOUR BUSINESS}. This also includes server directories containing legacy site backups and/or other files, for example. Unless specifically enumerated in the scope, above, the contents of these directories and any settings affecting the web server are not the responsibility of {YOUR BUSINESS} to review, clean, delete, etc. Client acknowledges that, if such directories exist and contain malicious code, then the site could potentially be compromised.

Diagnosis vs. Fixing.

For consulting work where Client has a nonfunctioning site, there are (often) two phases of service required: First, {YOURBUSINESS} must diagnose the problem, and then {YOURBUSINESS} will:(1) fix it (in cases where that makes the most sense), (2) let Client know options for moving forward (e.g., perhaps an upgrade is needed, or a different way of doing something, or ... who knows what), or (3) inform Client that {YOUR BUSINESS} cannot fix it. From there, it is Client's responsibility to make a decision as to how to proceed based on {YOUR BUSINESS} analysis. Time spent on the diagnosis phase (and in discussing options for moving ahead) is billable time not contemplated to be included within the Proposal.

ACKNOWLEDGEMENTS CONTINUED

SEO Rankings.

Client acknowledges that changes to a web site can bring upon unpredictable changes in an existing web site's SEO rankings.

While {YOUR BUSINESS} agrees to perform some tasks relevant to mitigating this risk, as may be included herein, Client acknowledges that {YOUR BUSINESS} has no control over how search engines may or may not favor Client's web site and unless otherwise addressed within the Proposal or through a change order, {YOUR BUSINESS} makes no representations or guarantees whatsoever about a website's success in terms of search engine rankings / placement.

Browser Compatibility.

Client acknowledges that {YOUR BUSINESS} develops for the Chrome browser, and tests on the Firefox browser (current versions). If additional browser compatibility is requested, it will be reflected in the scope section of this agreement. Client acknowledges that not all browsers will render a website exactly the same, and allows for minor variations in look, feel, and/or functionality from browser to browser, at the discretion of {YOUR BUSINESS} unless otherwise noted in the scope.

Platform Compatibility.

{YOUR BUSINESS} develops for desktop computer environments. In many cases, {YOUR BUSINESS} is able to offer services specific to other user experiences, such as tablet devices, phones, or even large-screen monitors. However, those experiences are not guaranteed to be specifically addressed unless otherwise addressed within the Proposal or through a change order.

Site Speed.

Client acknowledges that site speed (i.e., the speed with which web pages load) is a function of numerous factors including: the size / complexity of a web site, the web server's capabilities, the web server's location, Internet traffic, database complexity, the content management system, the design, the number and richness / complexity of site features, the dependence on outside sites (e.g., for retrieving and/or parsing data / information / feeds, retrieving/displaying ads, etc.), file and image sizes, compression / minification of CSS and Javascript, caching, DNS configurations, the user's Internet connection, and many other factors). If speed is of concern (recommended for sites with more than 500 articles and/or sophisticated or unusual features), Client is responsible for discussing such with {YOUR BUSINESS} so that specific goals and measures can be included in the Proposal.

Site Security.

Client acknowledges that websites can be victimized directly (e.g., direct attacks on the Client's host server) or even indirectly (e.g., via compromising Client's email account and/or via malware on Client's local or personal computers) by hackers. As such, {YOUR BUSINESS} shall not be held responsible for any losses in connection with the website being hacked. Unless specified herein in the Proposal, {YOUR BUSINESS} has not been engaged to provide site security services. Client acknowledges that any services required to recovery or repair the website after a security breach will incur additional fees, billed at our hourly rate.

DISCLAIMER OF WARRANTY; LIMITATION OF DAMAGES; WAIVER OF LIABILITY

{YOUR BUSINESS} agrees to deliver a functional website per the scope of this agreement, as of the date of delivery. The date of delivery shall be the "Go-Live" date or the date on which the website is first made accessible on the internet. In no event shall {YOUR BUSINESS} be liable for any damages arising from the use of the work developed under the terms of this Agreement. Aside from those representations included herein, {YOUR BUSINESS} makes no representations or warranties as to the condition of the website.

THE SERVICES AND THE WORK PRODUCT OF {YOUR BUSINESS} ARE SOLD "AS IS"; {YOUR BUSINESS} DOES NOT WARRANT THE SOFTWARE / PRODUCTS / SERVICES DESCRIBED HEREIN TO OPERATE ERROR FREE OR FREE OF DEFECTS OR THAT DATA LOSS WILL NOT OCCUR. IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF {YOUR BUSINESS}(INCLUDING ITS AGENTS) TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID TO {YOUR BUSINESS} WITH RESPECT TO THIS AGREEMENT. CLIENT SHALL NOT BE ENTITLED TO THE REMEDY OF SPECIFIC PERFORMANCE FOR A BREACH OF THIS AGREEMENT BY {YOUR BUSINESS}. IN NO EVENT SHALL {YOUR BUSINESS} BE LIABLE FOR ANY LOST DATA OR CONTENT, CORRUPTED DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ATTORNEY'S FEES, ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY {YOUR BUSINESS}, EVEN IF {YOUR BUSINESS} HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

FORCE MAJEURE

Notwithstanding any other provisions of this Agreement, if a party is unable to perform an obligation (other than to make payment when payment is due) due to the occurrence of an event or condition beyond such party's reasonable control, such as, but without limitation, drought, acts of God, strikes, civil disorder, war, or any like cause beyond its reasonable control, then such party's performance shall be excused to the extent and for as long as the force-majeure condition prevents such party's performance in the exercise of reasonable diligence.

GOVERNING LAW

The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Oregon without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction.

DISPUTE RESOLUTION

In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the Arbitration Service of Portland, Inc., or other forum mutually agreed to by the parties. If {YOUR BUSINESS} is the prevailing party in any dispute resolved by binding arbitration or litigation, {YOUR BUSINESS} shall be entitled to recover attorneys' fees and costs. In all circumstances, the parties specifically consent to the local, state, and federal courts located in the state of Oregon, County of Jackson.

The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that {YOUR BUSINESS} will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that {YOUR BUSINESS} shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision shall be omitted or changed and the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law.

TERMINATION

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the confidential information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the services, shall survive.

Notices. All written notices required by this Agreement shall be sent by mail to the address for the Party listed on the following page.

Your Logo

WEBSITE DESIGN AGREEMENT

Entire Agreement. This Agreement constitutes the entire agreement between {YOUR BUSINESS} and Client with respect to the matters contemplated herein, and there are no agreements, understandings, warranties, or representations between {YOUR BUSINESS} and Client except as set forth in this Agreement. This Agreement cannot be amended except by written instrument executed by both {YOUR BUSINESS} and Client.

AUTHORITY TO ENTER INTO AGREEMENT

The Parties each represent that they are authorized to enter into this Agreement and have had the opportunity to consult with their own attorney(s) in advance of executing this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on the date indicated below.

{YOUR BUSINESS}. (“{YOUR BUSINESS}”)

ADDRESS
PHONE
EMAIL

CLIENT

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Please sign and mail back to {YOUR BUSINESS}.

Thank you for choosing {YOUR BUSINESS}.
ADDRESS AND PHONE