



# RAVEN'S EYE DESIGN™

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## WEB DESIGN & MAINTENANCE CONTRACT

TO: \_\_\_\_\_

Date \_\_\_\_\_

Commissioned by \_\_\_\_\_

Contract number \_\_\_\_\_

### JOB DESCRIPTION

Designer to provide:

Materials to be supplied by Client: \_\_\_\_\_

Date materials due from Client: \_\_\_\_\_

### RIGHTS TRANSFERRED

The material on the disk can be used only for the purposes stated below. All other use(s) and modification(s) is (are) prohibited. The material on the disk may not be copied without the Designer's permission and must be returned after use. Any transfer of rights is conditional upon receipt of full payment.

### PRODUCTION SCHEDULE (Including milestones, dates due, and appropriate fees.)

| Milestone   | Due Date | Payment upon Acceptance |
|---|----------|-------------------------|
| Contract Signing  |          | \$                      |
| Delivery of Website Design  |          | \$                      |
| Delivery of Beta Version  |          | \$                      |
| Delivery of Final Version<br><i>(includes return of source materials to Client)</i> |          | \$                      |
| Acceptance of Final Version   |          | \$                      |
| Setup and Launch of Hosting Service   |          | \$                      |
| Total   |          | \$                      |

**Bonus:** Client agrees to pay Designer a bonus of \$ \_\_\_\_\_ payable to the Designer in the event an acceptable final Version of the Website is delivered to the Client prior to \_\_\_\_\_ .

**TERMS:**

**1. TIME FOR PAYMENT**

Payment is due at each milestone upon the Client's acceptance of the Deliverables. All invoices are payable within 30 days of receipt. A 1.5% monthly service charge is payable on all overdue balances. The grant of any license or right of copyright is conditioned on receipt of full payment.

**2. DEFAULT IN PAYMENT**

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

**3. ESTIMATES**

If this form is used for an estimate or contract confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that exceed the original estimate by 10% or more.

**4. EXPENSES**

The Client shall reimburse the Designer for all expenses arising from this contract, including the payment of any sales taxes due on this contract, and shall advance \$ \_\_\_\_\_ to the Designer for payment of said expenses.

**5. INTERNET ACCESS**

Access to Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the client and who will not be party to this agreement.

**6. PROGRESS REPORTS**

The Designer shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Website. The Designer shall inform the Client promptly by telephone upon discovery of any event or problem that may delay the development of the work significantly.

**7. DESIGNER'S GUARANTEE FOR PROGRAM USE**

The Designer guarantees to notify the Client of any licensing and/or permissions required for art-generating/driving programs to be used.

**8. CHANGES**

The Client shall be responsible for making additional payments for changes requested by the Client in original contract. However, no additional payment shall be made for changes required to conform to the original contract description. The Client shall offer the Designer the first opportunity to make any changes.

**9. TESTING AND ACCEPTANCE PROCEDURES**

The Designer will make every good-faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing

over the deliverables to the Client. Upon receipt of the deliverables, the Client shall either accept the deliverables and make the milestone payment set forth herein or provide the Designer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Designer and the Client. The Designer shall designate

\_\_\_\_\_ and the Client shall designate

\_\_\_\_\_ as the only designated persons who will send communications between the Designer and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon \_\_\_\_\_ day(s) notice to the other.

**10. WEBSITE MAINTENANCE**

The Designer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Website on the Internet during the Warranty Period of \_\_\_\_\_ at no cost to the Client. Such assistance shall not exceed \_\_\_\_ hours per calendar month. After expiration of the Warranty Period, the Designer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Website on the Internet for an annual fee of \$ \_\_\_\_\_ for a period of \_\_\_\_\_ years after the last day of the Warranty Period payable 30 days prior to the commencement date of each year of the Maintenance Period. Such maintenance shall include correcting any errors or any failure of the Website to conform to the specifications. Maintenance shall not include the development of enhancements to the originally contracted project.

**11. ENHANCEMENTS**

Under the maintenance agreement, if the Client wishes to modify the Website, the Designer shall be given first option to provide a bid to perform such enhancements.

**12. CONFIDENTIAL INFORMATION**

The Designer acknowledges and agrees that the sources materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, that are supplied by the Client to the Designer or developed by the Designer in the course or developing the Website are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Designer.

**13. RETURN OF SOURCE INFORMATION**

Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, the Designer shall provide the Client with all copies and originals or the source materials provided to the Designer.

**TERMS (CONTINUED):**

**14. OWNERSHIP OF COPYRIGHT**

Client acknowledges and agrees that Designer retains all rights to copyright in the subject material.

**15. OWNERSHIP AND RETURN OF ARTWORK**

The Designer retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of the Designer's ownership of the art subject to this agreement because of any change or evolution of the law and will return all artwork within 30 days of use.

**16. CANCELLATION**

In the event of cancellation of this contract, ownership of all copyrights and the original artwork shall be retained by the Designer, and a cancellation fee for work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by the Client.

**17. COPY-PROTECTION**

The client must copy-protect all final art that is the subject of this agreement against duplication or alteration.

**18. CREDIT LINES**

The Designer shall be given credit on: (a) optical or magnetic disk, (b) documentation, (c) packaging, (d) Designer's mark on art.

If this box is checked, the Designer shall receive copyright notice in this form: © 200\_\_\_\_\_ .

**19. ALTERATIONS**

Any electronic alteration of the original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the designer. The Designer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

**20. UNAUTHORIZED USE AND PROGRAM LICENSES**

The Client will indemnify the Designer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

**21. WARRANTY OF ORIGINALITY**

The Designer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE DESIGNER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE DESIGNER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

**22. LIMITATION OF LIABILITY**

Client agrees that it shall not hold the Designer or his/her agents or employees liable for any incidental or consequential damages that arise from the Designer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Designer or a third party. Furthermore, the Designer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

**23. DISPUTE RESOLUTION**

Any disputes in excess of \$2,500 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction in the State of Arizona. The Client and the Designer shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the other.

**24. ACCEPTANCE OF TERMS**

The signature of both parties shall evidence acceptance of these terms.

**CONSENTED AND AGREED TO:**

date \_\_\_\_\_

designer's signature \_\_\_\_\_

client's signature \_\_\_\_\_

client's name and title (printed) \_\_\_\_\_

