



# Monarch Productions<sup>SM</sup>



## Web Design / Custom Programming Agreement

This AGREEMENT is dated and in effect as of \_\_\_\_\_ between \_\_\_\_\_ hereafter referred to as "Client" and \_\_\_\_\_, hereafter referred to as "Consultant". This agreement is with respect to providing web design services referred to as the "Work." Whereas, Client wishes Consultant to create certain Work described more fully in the [ **DESCRIPTION OF WORK** ]; and Whereas, Consultant wishes to create such Work. The parties agree as follows:

### [ **DESCRIPTION OF WORK** ]

Consultant will design a website according to the Project Goal and detailed Site Map Sketch outlined in the Client's proposal dated \_\_\_\_\_. Site Map proposal will be given to the Client within 10 business days of project. The project contains the following details:

### [ **PAYMENT SCHEDULE** ]

The full length of this contract is as follows: Starting date is the \_\_\_\_\_ and estimated completion\* date is the \_\_\_\_\_ for the estimated amount of \_\_\_\_\_.

The agreed upon fee will be paid in 2 phases. \_\_\_\_\_ is due upon approval of the detailed work assignment, and is non-refundable. This dollar amount is the equivalent of 50% of the total cost of the project. Development of the site will not continue before payment is received. The outstanding balance of \_\_\_\_\_ is due upon completion of the project.

Invoices are payable Upon Receipt and late fees apply. Consultant will charge interest at the rate of **10% per month** on amounts **not paid within 30 days of invoice date**. Any balance not paid within 90 days of the invoice date shall be forwarded to a collection agency. Any collection fee incurred by Consultant will be charged to Client in addition to the principal balance and incurred interest.

### [ **CLIENT RESPONSIBILITIES** ]

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

- (a) coordination of any decision-making with parties other than the Consultant;

[Type here]

(b) provision of Client Content in a form suitable for reproduction or incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the Proposal; and

(c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

#### **[ DUE DATES ]**

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

#### **[ FEES & ADDITIONAL SERVICES ]**

Changes in client input or direction or excessive changes (more than 2 hours) will be charged at an **hourly rate of \$50.00**. Any work the Client wishes Consultant to create which is not specified the **Proposal dated October 3, 2009**, will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

#### **[ EXPENSES ]**

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation)

#### **[ ASSIGNMENT OF WORK ]**

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

#### **[ COPYRIGHT NOTICE ]**

Ownership of all source code remains with the Consultant and will only transfer to the client upon payment of a specified fee. This fee is not covered in this contract and will require separate negotiation.

#### **[ RESERVATION OF RIGHTS ]**

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials.

#### **[ PUBLICATION ]**

Client acknowledges and agrees that Designer may include the Site, the Pages or any of the other Prepared Materials in Designer's portfolio.

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications.

[Type here]



**[ PERMISSIONS AND RELEASES ]**

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

**[ TERMINATION ]**

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Arizona applicable therein.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Consultant: \_\_\_\_\_ Date \_\_\_\_\_

[Type here]