



Creative Marketing Concepts

Website Contract

Date _____

1. Parties: This contract is by and between _____, hereafter "Client", and Creative Marketing Concepts, hereafter "Company," for the purpose of developing and marketing a World Wide Web site.
2. Relationship: Company is acting as an independent contractor, and is not acting as an employee of Client.
3. Payment: Payment for website shall be paid with a deposit of \$500.00 or 50% of the projected cost of the site at the time of contract signing, additional payments shall be made based on the length of the project and will be invoiced to Client with payment due date. Publication of the site and submission to search engines will occur upon receipt of final payment.
4. Time Frame: Client and Company agree to work together diligently toward the completion of this project. Client understands that the timeliness of needed materials (photos, logos, text) or changes made to the original work specifications, may impact the completion.
5. Copyrights: Client hereby unconditionally guarantees that all text, graphics, photos, trademarks, designs and any other materials provided to Company by the Client are either owned by the Client or used by permission of the owners of said materials. Similarly, Company warrants that all graphics and text used in the construction of the website are either owned by the Client or used with Client's permission.
6. Disclaimer: Regardless of the service provider(s) chosen, Company is not responsible for quality or reliability of any Internet Service Provider. Company does not warrant that the operation of this website will be uninterrupted or without error, due to Browser software, Internet Service Providers limitations, dysfunction of hosting company's servers or domain name(s) expiration
7. Website Features included in the base price:
 - *Consultation* - 1.5 hours of consultation time, in which Company shall determine Client's needs and goals.
 - *Custom Graphics* - Company can provide original graphic elements and layout of website pages when the Custom Website product is chosen.
 - *Extensive Royalty-Free Photo Library* - Good design usually incorporates photos and is a regular addition of Company's creations both hard copy and web. If photos are needed and can be provided from this library, it is included in the cost.
 - *Keywords* - Basic additions of meta tags, keywords & phrases that describe your product, service, company, etc are added to xhtml code. Client is responsible to provide Company pertinent information that may not be included in the content of the site or readily known by Company.
8. Website Features NOT included in the base price:
 - *Copy Writing or Editing* - Copy needed for the site should be prepared by the Client or copywriter, proofed for spelling & grammar before submitting it to Company to add to the website.
 - *Register of Domain Name(s), Purchase of Hosting Package, Purchase of Shopping Cart*
 - *Extensive Redos (over 3)* - It's recommended that the Client has some basic ideas of the desired site in color scheme, content, layout (it's helpful to have printouts or urls to similar sites in color, layout, etc.)
 - *Flash Technology* - Basic Flash can be provided for product portfolios or slide show type enhancements. Hourly fees are charged in addition to the basic per page rate.
 - *Advanced Marketing* - Search Engines change their rules regularly on how and why they move sites around in the order they are displayed. Ongoing monitoring should be done to prepare the site for the best placement in these databases. (Recommendations for website marketing companies with sound reputations and competitive rates can be made by Company to Client)

Website Contract (cont.)

9. Custom Photography: Photography services are provided at \$120./per hour. All aspects of photography are covered within this pricing; software enhancements (cropping, color correction, compression, etc.), prop setup, archiving for Client's future use on possible hard-copy materials, etc.

10. Hosting: Hosting of website and registration of domain name(s) is available through many sources and Company will make recommendations, as needed, but is not liable for the performance and services provided by those vendors.

11. Changes: Within 30 days of the original posting of the website, minimal changes will be done at no charge; to include photo or text updates. (does not include cost of photography) not to include major layout design; these charges will be billed to Client at \$60. per hour. see below

12. Price Structure: Pricing for the construction of a website is on a 'per piece' 'per hour' basis.

- Custom Web page \$200.00/ea (based on avg. 8.5x11 page)
- Semi-Custom Website \$ 60.00/hr for design of site and integration with IDX solutions for real estate
- Photography \$120.00/hr (includes software adjustments; cropping, color correct, etc.)
- Maintenance \$ 40.00/hr (covers minor changes; text, photo, etc. after inital 30 days)
- Adv. Maintenance \$ 60.00/hr (major changes to design layout after site has been posted to internet)
- Shopping Cart \$ 60.00/hr (1ShoppingCart.com is recommended & involvement of Client is required)
- Logo/Company Image \$ 400.00 (original design of logo, layout of company image pieces)
- Update Company Image \$ 249.00 (includes enhancements to current logo; color, position, 2D effects, etc.)

Projected Web Page Total: _____

Other Services required:

- Photography
- Logo Design
- E-Store
- Company Image Update
- Other _____

Deposit Required: \$ _____

14. Sole Agreement: The agreement contained in this Website Contract constitutes the sole agreement between Creative Marketing Concepts and the Client regarding this site. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

CLIENT _____
SIGNATURE

DATE _____

SIGNATURE

I warrant that I have the authority to execute this contract on behalf of my company or myself and acknowledge that I have read and understand this contract and have received a copy of it.

please print

NAME _____

COMPANY _____

ADDRESS _____

ADDRESS _____

PHONE(S) _____

EMAIL _____

Carla Fister
303-408-1598

If you have any questions or concerns,
please email me at:
carla@cmc-creativemarketing.com

