

KehewTechs Terms and Conditions WebDesign Contract

1. **Authorization.** I have permission to work on your site and access your hosting service for the purpose of working on your site.
2. **Standard Hosting Service.** If you want me to arrange hosting, I will. (Fee involved.)
3. **Domain Registration.** If you need me to register your domain, I will. (Fee involved.)
4. **Technical Assistance.** If you decide to maintain your own site, I'll help you with phone and email advice for at least a month.
5. **Base Package.** Listing of how many pages are included in the agreement. More pages than included in the agreement will cost more.
6. **Text.** I can help with content development if needed, but basically will expect you to provide me with the information to put on your site. If a webpage has more information than a standard printed page of text would contain, there will be additional charges.
7. **Cross-Browser Compatibility.** Your site will work with current versions of Internet Explorer, Netscape Navigator, and Opera at the minimum.
8. **Graphic Creation.** I will create graphics or get needed graphics from you. Some scanning is included in the price of your site, but if you need more scanning or digital photography, that is extra.
9. **CGI/Perl.** Basic forms and similar functionality is covered, provided I am hosting your site or have access to the proper scripts and the ability to install them on your current hosting server.
10. **Flash** work is billed as an additional charge, and is listed in the appendix.
11. **RealAudio and RealVideo** work is billed as an additional charge and is listed in the appendix.
12. **Site Search Engine and/or Password Protected Directories.** If I provide hosting, I can install a search engine for your site or add basic password protection to parts of your site without additional charge.
13. **E-commerce** work is billed as an additional charge and is listed in the appendix.
14. **Secure Certificate.** If you want a secure connection to accept credit cards or similar information, you'll need to buy a secure certificate from a certificate provider or contact@kehewtechs.com for more info on this.
15. **Merchant Account.** If you need a merchant account to accept credit cards, you're responsible for obtaining and paying the charges associated with this account. KehewTechs recommends Beanstream (fees apply for Beanstream service. Interac/credit cards included) Or <http://www.2checkout.com> (one time payment of 49.99). Also there is PayPal service.
16. **Payment Gateway Accounts.** To accept realtime credit card transactions through your site, you'll need a payment gateway. You're responsible for all the charges for this services.
17. **Databases** work is billed as an additional charge and is listed in the contract appendix.
18. **Payment Terms & Work Flow.** Fifty percent of the anticipated total is due as a deposit. When the site is completed, clients have 7 days to approve the work or request changes. After the time is up and the revision process is complete, payment is due within fifteen business days or a 10% penalty is charged. If payment is not made within 30 days of invoicing, interest is added

- weekly, starting from the date the penalty was charged. If payment is not made within 30 days, content may be removed from the web.
19. **Client Amends.** If you ask me to make significant changes to a part of the project you've approved, there will be additional charges.
 20. **Maintenance Agreement.** I will provide a maintenance and minor revisions for a month without additional charge. Help beyond that month will be billed at an hourly or monthly rate, depending upon our agreement.
 21. **Client or Third Party Page Modification.** If you or someone else working for you makes changes to the pages and I have to repair them, you'll be billed an hourly rate.
 22. **Search Engine Registration.** I'll register your site with at least five search engines at no charge. I don't guarantee a specific ranking in any search engine. Ongoing search engine promotion is not covered in this agreement.
 23. **Assignment of Project.** I have the right to hire subcontractors if needed, and will be responsible for the work done by any subcontractor I hire.
 24. **Additional Expenses.** If I have to make a purchase specific to your project, you will be responsible for the cost. The purchase won't be made without your prior approval.
 25. **Copyrights and Trademarks .** You're agreeing that you have the right to use all the material you give me for your site.
 26. **Age.** You're at least 18 and able to enter into a legal contract in the state of Alberta.
 27. **Indemnification.** I can't be sued for anything associated with the work I've done on your site or for any reason related to the services or products you may sell on your site.
 28. **Laws Affecting Electronic Commerce.** You're responsible for knowing and following the laws related to electronic commerce. I do not provide legal advice.
 29. **Ownership to Web Pages and Graphics.** After the final payment, you own your site and the files associated with it. I retain the right to show the work or parts of it in my portfolio.
 30. **Design Credit.** If you allow me to put a small text link at the bottom of your pages as a design credit, I will give you an extra month of maintenance without charge.
 31. **Nondisclosure.** I agree not to share confidential information about you, and you agree not to share any confidential information about me.
 32. **Completion Date.** We set a nonbinding completion date goal.
 33. **Cancellation.** If you cancel the project, your deposit is not refundable. If more than half of the work is completed, you'll be billed for the additional charges based on the percentage completed.
 34. **Arbitration.** For any dispute we can't work out, we'll submit to the Square Trade dispute resolution service.
 35. **Entire Understanding.** This represents the entire agreement, and it's subject to the laws of CANADA.

The Appendix follows the basic contract, with detailed charges for any add-ons and the deposit amount listed.

Signature of Acceptance:

Print Name:

Date: mm/dd/year

Designers Signature:

Print Name: