

WEB DEVELOPMENT AND DESIGN AGREEMENT

This agreement is entered into as of the <day> day of <month>, <year>

BETWEEN

TOTAL WEBSITE SOLUTIONS INC

(hereafter known as "Developer")

with its place of business for the purpose of this agreement at

7315 – 149 Avenue, Edmonton, Alberta, Canada T5C 2V5

– AND –

<YOUR BUSINESS NAME>

(hereafter known as "Client")

with its place of business for the purpose of this agreement at

<Your Business Address>

WHEREAS

The Developer and the Client wish to set out the conditions between the parties in order to commence the Developer's web development and design services to the Client.

NOW THEREFORE, the Developer and the Client agree as follows:

1. DEFINITIONS

- 1.1. "Developer" refers to TOTAL WEBSITE SOLUTIONS INC, its agents and authorized representatives which are also referred to using "we", "us", "our" and "ours".
- 1.2. "Client" refers to <YOUR BUSINESS NAME>, its agents and authorized representatives which are also referred to using "they", "them", "their" and "theirs".
- 1.3. "Content" refers to all text, pictures, sound, graphics, video, links, and other data stored by the Client at the host computers.
- 1.4. "Website" refers to the pages presenting the Content stored by the Client at the host computers.
- 1.5. "Web design services" refers to the services of creating content presentations for the Client's web site delivered via the World Wide Web.
- 1.6. "Web development services" refers to the services of writing markup and coding the web pages for the site.

2. AUTHORIZATION

The Client is engaging the Developer as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the Client's web space on a web hosting service's computer. The Client hereby authorizes the Developer to access this account, and authorizes the web hosting service to provide the Developer with "write permission" for the Client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

3. PAYMENT AND WORK FLOW

The Developer agrees to execute this web site design as specified in Appendix A which is an integral part of this agreement. By signing this agreement, the Client acknowledges that this is the ONLY specification for this web site design project. Any subsequent modifications to this specification together with any cost adjustment have to be agreed by both parties by signing a modification agreement. The Client also agrees to pay the Developer the deposit specified in Appendix B upon signing this agreement. Under all circumstances, the Developer will not start work until the deposit is received. All interim payments, if any, are also listed in Appendix B.

A test site will be created for the Client to monitor the project progress. The Client agrees to continually view updates to the test site and express their preferences or dislikes to the Developer. Upon project completion, the Developer will show the Client all the work done and the Client is required to sign off indicating that all work has been done according to Client's specifications. The Client agrees to pay the Developer the balance payment at this moment before the live site is launched.

4. DATABASES

This agreement does not include a provision for the creation of a database unless specifically listed in Appendices A or B. If a database is required by the Client's web site, the specifics and charges for such will be listed in Appendices A and/or B.

5. MERCHANT ACCOUNT

If the Client's web site requires the ability to accept credit cards and/or other forms of online payment, the Client will need a Merchant Account capable of receiving secure internet money transactions. The Client understands that this is their sole responsibility to set up an account with a service provider such as PayPal. However, the Client may request The Developer to assist in such set up. The Client may be billed for such service per rate set out in Appendix B.

6. ADDITIONAL EXPENSES

Client agrees to reimburse the Developer for any critical Client-requested expenses necessary for the completion of the web site not mentioned in this proposal contract or Appendices A or B. Examples would be:

- Purchase of specific fonts at the Client's request.
- Purchase of specific photography or equipment at the Client's request.
- Purchase of specific software at the Client's request.

7. ADDITIONAL SERVICES

If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page and include such changes in Appendix B. Some examples of significant page modification at the request of the Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 50% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Client's request.
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled web site has been selected by the Client.

Clients who anticipate frequently changing the look of their web site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an additional agreement.

8. MAINTENANCE

This agreement does not include our maintenance agreement. Web page maintenance will be the responsibility of the Client. If a maintenance service agreement is entered into between the Developer and the Client, it will be contained within its own document and not connected to this agreement. However, this agreement does include minor modifications and corrections requested within fourteen (14) days up to an average of one hour per page, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the Client or an agent other than the Developer attempts to update the Client's pages during this time, time to repair the web pages will be assessed at the hourly rate specified in Appendix B and is not included as part of the modification time.

9. CANCELLATION AND REFUND

Cancellation of the project at the request of the Client must be made by certified letter. In the event that work is postponed or canceled at the request of the Client by registered letter, the Developer shall have the right to retain the original deposit. In the event this amount is not sufficient to cover the Developer for time (charge rate specified in Appendix B) and expense already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. If final payment is not made within fourteen (14) days of invoice, simple interest will accrue on the balance owed at a rate of 10% from the date the payment was due. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency.

10. CONTENT OWNERSHIP

Copyright to the finished assembled work of web pages produced by the Developer shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project.

11. NON-DISCLOSURE

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

12. DESIGN CREDIT

Client agrees that the Developer may put a byline on the bottom of all web pages designed by the Developer to establish design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

13. ASSIGNMENT OF PROJECT

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job, as well as on-time completion. The Developer warrants all work completed by independent subcontractors who are secured by the Developer for this project. When subcontracting is required, the Developer will only use industry-recognized independent professionals.

14. LAWFUL PURPOSE

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server, the Developer, independent subcontractors, or third-party subcontractors. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy. Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials. It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography

15. COPYRIGHTS AND TRADEMARKS

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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, protect, and defend the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

16. INDEMNIFICATION

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes liabilities asserted against the Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing upon on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

17. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in that Province and will be treated, in all respects, as an Alberta contract.

18. ENTIRE UNDERSTANDING

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement will be attached as Appendices A or B.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

TOTAL WEBSITE SOLUTIONS INC

<YOUR BUSINESS NAME>

Per: _____

Per: _____

Title: Director

Title: _____

Witness: _____

Witness: _____

Total Website Solutions Inc Sample

APPENDIX A

Web Site Design Project Specifications

1. FUNCTIONAL MODULES

The contents of the site will be organized into functional modules described below. Most of the modules can be implemented independent of each other except those listed under the administration category.

1.1 Information

- 1.1.1 Corporate objectives, events and announcements
- 1.1.2 Executive list
- 1.1.3 Contact information and web form

1.2 Resources

- 1.2.1 Newsletter
- 1.2.2 Pool rooms
- 1.2.3 Photo gallery
- 1.2.4 Links

1.3 Administration

- 1.3.1 User management
- 1.3.2 Content update

2. NAVIGATION

The site navigation system consists of three components:

1. Horizontal drop down menu at the top
2. Important links at the bottom of each page: home page, catalog, registries, site map and interactive contact form
3. Cross-page links

3. MULTIMEDIA & CROSS BROWSER COMPATIBILITY

All critical elements of each page will be viewable by Microsoft Internet Explorer version 6 and above, Mozilla Firefox version 2 and above, and Safari version 4. Page layout will be based on a screen resolution of 1024 X 768 pixels.

All graphics including pictures will be delivered in thumbnail sizes to reduce page load time. Users have the option to open a larger image by clicking the picture.

To avoid frustration of the users being required to download and install additional application packages, all pages will be written using commonly available languages and applications such as HTML, php, javascript, xml technology, perl etc. Cutting edge technology such as flash media will not be used. This would also cut down page loading time.

4. PAGE LAYOUT

All pages on the site will have the same layout and color theme for consistency purposes. The theme color will be chosen by the Client. Each page will display a banner type header on the top of the page and footer on the bottom. Page header displays, in essence, the company brand such as logo, company name, tag line and other appropriate items. Page footer contains important links, copyright information and design credit byline.

Content of each page will be displayed in the middle portion and will contain less than 500 English words to minimize scrolling and panning.

5. AUTHENTICATION

A central login system will be implemented for registered users and site administrator to access protected pages.

6. DATABASE

A database will be set up for sole use by this web site. This database will not be used by other domain names.

7. IMPLEMENTATION

The functional modules will be implemented according to the following schedule:

Particulars	Scheduled completion date

COMPLETION SIGN OFF

This is to acknowledge that TOTAL WEBSITE SOLUTIONS INC has completed the project according to the specifications listed in this document. We agree that the site should go live on the internet and become accessible by the public. We understand that this launch will be done after the balance payment is paid to TOTAL WEBSITE SOLUTIONS INC.

<YOUR BUSINESS NAME>

Per: _____

Title: _____

Witness: _____

APPENDIX B

Cost Estimate and Payment Schedule

Total Website Solutions Inc Sample