



1020 10<sup>th</sup> Ave W Suite 115  
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## **WEBSITE AGREEMENT**

THIS AGREEMENT (this "Agreement") made as of: \_\_\_\_\_, between: \_\_\_\_\_, with it's office at: \_\_\_\_\_ ("Client"), and VizzyBrand, with its office at: 1020 10<sup>th</sup> Ave W, Suite 115, Palmetto, FL 34221 ("Agent").

In consideration of Client retaining D3CS VizzyBrand to design or redesign, and/or build and/or maintain a website for Client, it is agreed as follows:

### 1. Compensation and Term

The above named Client retains D3CS VizzyBrand, and D3CS VizzyBrand agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining a website for Client according to \*specifications agreed upon, and detailed at the bottom of this contract, between D3CS VizzyBrand and Client.

Term shall be until the agreed upon website work is completed within the time frame specified. Work to begin as soon as all required information is provided to us. Work is to be completed within 6 weeks from receipt of all content.

Client is solely responsible for supplying website content, authoring, organization, images in digital file format unless D3CS VizzyBrand is hired specifically for this purpose and it is stated in the agreed upon specifications. If all text and graphics necessary to complete the work are not received by D3CS VizzyBrand within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of D3CS VizzyBrand.

The following fees shall apply:

A fee in the amount equal to the selections made online plus any additional requests by client, and ongoing hosting for \$50 per month (for 24 months, auto renewing each month after unless written notice given) to complete the agreed upon work. 100% of said fee is due at purchase and before work is begun. If no edits are received within 2 weeks, then the website will be considered complete. This fee does not include: the cost of domain registration, secure online authorization, keyword research or mobile app. The hosting fee shall begin and first payment due and payable when site is uploaded to it's final destination.

Maintenance hosting, if included in this contract, shall be on a monthly basis, with a minimum of \$50 in any month. The minimum \$50 fee will include hosting, website maintenance and one hour of website updates. Additional updates will be assessed on an hourly basis at \$75/hr as requested by email. Search engine optimization shall be additional.



D3CS VizzyBrand agrees to complete this project within the estimated budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes which would significantly increase work required of D3CS VizzyBrand. D3CS VizzyBrand will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this. If it becomes necessary for D3CS VizzyBrand to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

## 2. Warranties by D3CS VizzyBrand

D3CS VizzyBrand represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

3. Limitation of Liability. Agent will not be liable for any special, indirect, incidental or consequential damages allegedly suffered by Client. It is the Client's responsibility to familiarize themselves with the governing law for the area(s) in which advertising will be placed. The remedies of Client set forth herein are exclusive; and the liability of Agent with respect to anything done in connection herewith, will not exceed the commission or price of the services rendered on which the liability is based. This limitation of liability applies only with respect to advertising which client has approved.

## 4. Confidentiality

D3CS VizzyBrand recognizes and acknowledges that this Agreement creates a confidential relationship between D3CS VizzyBrand and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

## 5. Non-Disclosure

D3CS VizzyBrand Associates agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

## 6. Grant

Client agrees that copyrights to D3CS VizzyBrand's work product produced in the performance of this Agreement shall remain the exclusive property of D3CS VizzyBrand, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without D3CS VizzyBrand's prior written consent. Any rights granted to Client under this Agreement shall not affect D3CS VizzyBrand's exclusive ownership of the work copyright.

7. Modification. This writing contains the entire agreement of the parties. No representations are made or relied upon by either party, other than those that are expressly set forth herein. This Agreement may not be altered except in writing, executed by both parties.

8. Controlling Law. This Agreement will be interpreted and controlled by the laws of the State of Florida.



9. D3CS VizzyBrand agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below. D3CS VizzyBrand shall also optimize the site for search engine optimization (if purchased), which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content meta tags. D3CS VizzyBrand does not guarantee listings on search engines as they alone determine who they will list and who they will not. D3CS VizzyBrand will provide two months of minor edits and/or updates and up to two hours of consultation. This work shall be completed for the above stated fee.

\*Specifications agreed upon:

- Design responsive website as selected, using WooThemes and client supplied content.
- Each page to include client supplied content unless written content purchased.
- Site to include top menu navigation with buttons.

EXECUTED as of the date first above written.

**AGENT:**

**CLIENT:**

D3CS VizzyBrand

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_