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Contact Name: _____

Company/Client: _____

Address: _____

City: _____ State: _____ State: _____ Country: _____

Phone: _____ Cell: _____

Email Address: _____

Current WWW Address (if applicable)

I.) Authorization/Description of Job

BlueSpark Designs will create or redesign an existing site to the approval of the above mentioned client. The abilities of BlueSpark Designs designer, Joshua Dunning, vary and such abilities and are listed in the standard package below. As always Joshua Dunning strives for better and more useful Web-Site creation and will apply any past and newly learned knowledge to the creation as well. If a client so wishes an item for the web site that is out of his abilities, an honest effort to learn and create the desired item. There is no *guarantee* of any creation outside of his current abilities and packages offered below however.

The above-named client is hiring BlueSpark Designs and designer Joshua Dunning, as an independent web-site design contractor for the 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 BlueSpark Designs to access this account, and authorizes the web hosting service to provide Split-Page Designs with "read/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.

II.) Web-Site Package

Web-Site Pages:

This site will contain approximately _____ pages.

Any additional pages will be charged and an extra fee of _____ per page. (If no charge is to apply, cross off extra fee. If fee is left blank, it is assumed the fee is waved or is set at \$0.00.)

Images/Graphics:

BlueSpark Designs will provide graphic support for a master head image (Company logo image) on the main page and also graphics to appear on the top of each additional page. For this contract there is a maximum allowance of _____ images per page. Any additional images will be charged an additional price of \$ _____. (If no charge is to apply, cross off extra fee. If fee is left blank, it is assumed the fee is waved or is set at \$0.00.)

Note: ALL images to be included in the site are to be supplied by the client and produced to BlueSpark Designs within _____ **Days** from the signing of this contract. Additional images included upon creation of any additional pages to be provided _____ upon revision.

If desired images are not already digital photos or images a small charge will be in effect for the client when such an image needs to be scanned in. An image that needs to be **scanned** will cost of _____ per image. (If no charge is to apply, cross off extra fee. If fee is left blank, it is assumed the fee is waved or is set at \$0.00.)

Text:

All text is to be supplied by the client. Text must be correctly spelled, formatted, and supplied within **7 Days** of contract signing in a **MS-Word Format**. If MS-Word is not available then text will be accepted in any **Plaintext “.txt”** file. (Please decide on format before signing of contract) Expected format will be _____.

We will accept up to an average of **(250 to 300 Words)** per page. Any additional text will be charged an extra fee of _____ per **(50 Words)**. (If no charge is to apply, cross off extra fee. If fee is left blank, it is assumed the fee is waved or is set at \$0.00.)

(Minor changes in word count will not affect cost as long as much formatting is not needed for editing and is provided in timely manner.)

Target System Design:

Since there are many computers and different systems and web browsers on those, it is important that we decide what the web-page will work on correctly.

Our web-site package will guarantee that your site will work on at least one browser and system. To make a site work correctly on multiple systems is time consuming. If you wish to have your site work on multiple systems and browsers there will be a fee of _____ per browser and system. (If no charge is to apply, cross off extra fee. If fee is left blank, it is assumed the fee is waved or is set at \$0.00.)

This sites target system is _____ and browser is _____. Other systems/browsers to be listed below.

Minimum resolution is to be decided upon before start of designing.
We need to know what resolution you want us to design your site for.

The min resolution needs to be: _____
The max resolution should be around: _____

Installation:

We will be happy to install web-pages on the client's web hosting service. A small additional charge may occur if we are to help find, register, and set up a domain/server for the client. We are happy to help but it takes time to set up and register a domain name and server for you. Please note that BlueSpark Designs is not responsible for that service and what it provides in any case. We are also not responsible for the agreed upon servers cost and pricing. This contract is only for the creation and design of the client web site.

Site Publicity:

If so desired BlueSpark Designs will publicize your site on at least a dozen major Web search engines, such as Yahoo, Google, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.

Other Additions:

Any other additions to this basic package are extra and will be discussed and agreed upon separately. (See the "Additional Services" for other additional services already offered)

Minor Updates and Changes:

Updates and changes will be provided to existing web pages for **30 Day** shakedown after completion. There is also a limit of **1 hours per week** within that **30 Day** so that BlueSpark Designs may continue other projects as well as the clients.

(These times are subject to change if the client and designer so choose). Such changes are described as minor text changes for mislabeled/mispelled text, minor layout changes (so described as adjusting the current design to include/fix other items. Note: There will be a charge if such layout changes require a large amount of change), and graphic changes (Graphic changes are so described as a replacement of one image for another or to include possibly another image on the site if that image does not disrupt the site and its layout. Any other graphic adjustments such as color change and size are open to an extra charge and are to be agreed upon before change.)

Any other additional changes billed at an hourly rate. Any foreseen changes and updates are to be listed below and agreed upon.

After the 3 Month period is completed (3 months after completion, at date _____).
All site operations and changes are not BlueSpark Designs responsibility. They are the sole responsibility of the client.

If any additional updates and changes after this period will be billed at a flat rate of _____ per _____.

We do provide site maintenance and updating but only at the previous mentioned rate. Such maintenance is as mentioned above but on a broader scale. Such is to be agreed upon before approving maintenance and updating.

May it be clear that either party may back out of the agreement if so desired. Such action must be done and confirmed _____ in advance. If client should cancel services and does not do so in the previous mentioned time, payment of _____ fee for that month is still expected and additional charges may also occur.

Other additional request:

Any additional requests are to be billed and or decided upon and agreed upon by both parties. Such agreements shall appear in this contract and signed for by both.

III.) Legal Information.

BlueSpark Designs does not claim that the functions contained in these web pages or the internet website operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web-pages and website is with client and server. In no event will BlueSpark Designs be liable to the client or any third party for any damages, including any lost profits or lost savings or other incidental, even if BlueSpark Designs has been advised of the possibility of such damages.

IV.) Sole Agreement.

The agreement contained in this “Website Design Contract” constitutes the sole agreement between BlueSpark Designs and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. 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.

V.) Copyrights and Trademarks

BlueSpark Designs reserves all copyrights of the site until payment. Upon payment the client will obtain the rights to the site. All logo and site information will belong to the client and other respective areas. However, we reserve the rights to use work designed by us for self promotion and other respective portfolios. If you so desire another arrangement, please decide that with the designer so all pressing issues are resolved before completion of your site.

VI.) Payment Policy:

This payment plan will consist of an hourly bill. The decided payment plan will be

Hourly Payment: \$_____ per hour.

Total Hours: _____

The total amount of this contract is expected at \$_____

(If agreement has an initial payment)

This agreement begins with an initial payment of \$_____

Other payments:

Final payment must be issued to BlueSpark Designs before the release of the site to the client. We reserve the right to withhold the site and or pull all information until payment has been issued. Also, if payment is not received within 10 days, a charge of \$15 will be issued. If payment has not been received 30 days after its due date, a charge of 5% will be issued to the initial price every month until payment. To avoid problematic issues please pay on time.

Additional Services

Multimedia:

All sound, flash animations, and or video are to be discussed before start of the web-Site. Due to the many variations and word to integrate such multimedia into the site, it must be decided what format and how much is to be used on what pages. Such integrations will cost extra and charged _____ per animation/video.

Sound will be charged _____ per sound/music.

If such multimedia is provided and just requires a link to the multimedia object then extra charges (excluding the charge for integration discussed above) will NOT pertain. If desired media is to be integrated into a “streaming format”, extra costs will also be included. (See Cost Sheet)

(We are not responsible for third-party problems accessing media and software needed to do so as well.)

ALL media to be supplied within 7 Days of contract signing.

Video: All Formatted in “QuickTime (.mov)” or “Standard Video (.avi, .mpg, .wmv)”

We are not responsible for video content or any editing of such video files. Please note that some video files will not work for some people. It is best to discuss the target audience before formatting video.

Flash Animations: All Flash files are to be supplied by client and they are to include the “.Swf” files.

We do not create “All Flash” sites. Any integration of flash menus and items must be discussed and agreed upon by both client and designer.

Sound/Music: All sound must be formatted in “.aiff, .wav, mp3”. We ask music be provided in “.mp3, .aiff, rm (real media), or Media Player format” Streaming files is possible but to do so will require certain media players and we are responsible for obtaining or giving third-party software to play these.

Merchant/E-commerce:

We are not a main source for online merchant or e-commerce but may supply the help to do so. Please note that if you are setting up a site that will use e-commerce that we must discuss such actions before the signing of this contract. Extra charges will apply for e-commerce sites.

VII.) Signatures and Approval

Any changes to contract must be approved by both client and BlueSpark Designs. Both are to approve and initial any changes. Remember that any changes might result in either a change in due date or rush charge. Please, if you have any problems and or concerns contact designer Joshua Dunning (Sole designer of BlueSpark Designs) as soon as possible. It is important both client and designer feel comfortable with the construction of this site. Thank you.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of *Joshua Dunning*, BlueSpark Designs (authorized signature)

_____ Date _____

Thank you for your business!

