



Website Development Agreement
Pc Click
Max Tadros Webmaster

Client Information

Business Name:
Your Name:
Address:
Phone:
Fax:
Email:
Website:

The above-named client has engaged Pc Click Web Creations for the specific purpose of designing a World Wide Web site.

1. SERVICES TO BE RENDERED. Pc Click agrees to perform the following Web design services:

- ◆ Web Site Design – (customer defines site's main purpose or goal)
- ◆ Simple Quick loading site or home page
- ◆ Email Supported
- ◆ Custom Graphic Design: logo(s), navigation bar, buttons ...
- ◆ Web site hosting.
- ◆ Other Additional Optional features with individual charges may apply.
- ◆ Additional pages \$75.00 each (depending on their content)

All services described herein are to be performed by Pc Click or its contractors in accordance with the most commonly accepted standards and practices of the Web Services Industry. That is to say, we will use web site design technologies that are most universally acceptable in order to satisfy the broadest web market possible.

2. COST. Notwithstanding any prices listed in literature or on Web pages, the client and Pc Click agree that the services described in this contract shall be completed for \$_____.

3. ADDITIONAL SERVICES. The terms and conditions set forth in this document constitute the sole agreement between Pc Click and the client regarding this Web site. Any additional work not specified in this contract must be authorized in writing. Should the client desire additional standard Web pages beyond the original number of pages specified above, the client agrees to pay Pc Click an additional **\$35 per hour**.

4. PERFORMANCE. Pc Click agrees to submit a first draft of the Web Site no later than _____. Pc Click agrees to provide the completed Web site within ____ business days of receipt of comments on the draft submittal.

5. PAYMENT. Client agrees to pay to Pc Click an initial sum of \$_____ upon execution of this agreement. All remaining charges agreed upon and which may accrue shall become due and payable to Pc Click upon completion of the services described in paragraph 1 above. If an amount remains delinquent 30 days after its due date, will cause a penalty charge that will be added for each month of

delinquency. Pc Click reserves the right to remove Web pages from viewing on the Internet until final payment is made.

6. SUBCONTRACTING. Pc Click reserves the right to assign other Web designers or subcontractors to this project.

7. WARRANTIES AND LIABILITY. Pc Click does not warrant that the functions of the web site will meet the client's expectations of site traffic or resulting business. In no event will Pc Click or its subcontractors be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site, even if Pc Click has been advised of the possibility of such damages.

8. TRADEMARKS & COPYRIGHTS. The client represents to Pc Click and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Pc Click for inclusion in Web pages 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 Pc Click from any claim or suit arising from the use of such elements furnished by the client. Copyright to the assembled work of Web pages produced by Pc Click is owned by Pc Click. Upon final payment of this contract, all rights owned by Pc Click as to the design, graphics, and text in this Web site transfer to the client.

9. LITIGATION. Any disputes arising from this contract will be litigated or arbitrated in the city of Toronto, Ontario. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

Signature _____ Date _____

CLIENT Name & TITLE - (Please print)_____

Signature _____ Date _____

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