

WEBSITE DEVELOPMENT & DESIGN AGREEMENT for blankdomain.com

This Website Development & Design Agreement (the "Agreement") is entered into on BLANK (the "Effective Date"), by and between BLANK of BLANK, located in BLANK (the "Client") and W Graphics and Designs, LLC, with an address of 841 Prudential Drive, Ste 1200, Jacksonville, FL 32207, (the "Company"), collectively "the Parties."

1. **Project Description & Scope.** Client is eligible to receive all listed benefits, features, and services of the BLANK Website Plan (collectively referred to as the "Project" or "Services"), as selected by the Client, indicated by the Client's partial or full payment on the Associated Invoice(s) #BLANK. The details of this selected Website Plan are outlined on the Associated Invoice, and along with this Agreement, serve to define the Project Scope and form the complete Contract.
2. **Project Schedule & Phases.** The Client will be given access to a personalized Client Portal, through which all phases of the Project can be tracked in real time and all important and relevant information can be accessed by the Client throughout the term of the Agreement.
3. **Out-of-Scope Requests (Scope Extensions).** Any request that falls outside of the Project Scope is considered an "out-of-scope request" or a "scope extension" and is subject to either a refusal by the Company, for any reason, or an additional cost incurred by the Client. One such request is that the Company logs into/accesses any account belonging to the Client for any reason not required for and/or directly related to the planning or development of the Client's Website. Typically, the Company may require access to the Client's domain registrar or website hosting account (e.g., for website reconstruction/rebuild projects and/or for domain transfers), or the Client's merchant account (for the purpose of connecting it to the Website - e.g., PayPal, Stripe, Square, or Printful).

The Company reserves the right to reject any and all requests for logging into or otherwise accessing any account that falls outside of these conditions, and the Company will only assist with creating accounts that comply with these conditions to the point required for the Project.

Organization of content such as photos and copy (i.e., text-based content) also falls outside the scope of work defined by the Client's Website Plan, and it is the Client's responsibility to ensure that all content provided is well organized and/or well labeled.

4. **Cost & Payment.** The Parties agree to the following Payment and Payment Terms:
 - Total Fee for Services (Website Plan + any applicable discounts, add-ons, or customizations): \$BLANK (due and paid in full on the Effective Date unless a payment plan is created for or by the Client through Partial.ly, our flexible, automated payment system.)
 - Total (Annual) Renewal Fee: \$BLANK
 - Renewal Fee (If Domain/s and Email Service Only): \$BLANK
 - Renewal Fee (If Domain/s Only): \$BLANK
 - Next Renewal Date: BLANK
5. **Annual Renewal Fees & Late Penalties.**

The Client's Renewal Fee is due each year on the date and for the amount specified in Section 4 above. The Renewal Fee amount can only be reduced where: (1) the Client requests for a website add-on or customization to be removed, (2) the Client terminates the Agreement and elects not to renew the Website, and/or (3) where the Client elects only to retain the Client's email service and domain/s (both

of which must be renewed together) or the Client's domain/s only. Even if the Renewal Fee amount is reduced and confirmed in writing by the Company, the Renewal Date does not change.

If the Client fails to pay the Renewal Fee by the Renewal Date, the Client acknowledges that:

- a. The Client's Website will no longer be accessible to the Client or the Website's visitors 3 calendar days following the Renewal Date
- b. The Client will lose access to the email service (if applicable) 3 calendar days following the Renewal Date and acknowledges that all emails (sent and received) will become unrecoverable after 14 calendar days following the Renewal Date
- c. The Website's content and database will be suspended 7 calendar days following the Renewal Date, at which point a Restoration Fee of \$150.00 will be required upon renewal for up to 90 days following the Renewal Date, payable in addition to the Renewal Fee. After 90 days, the Website's Restoration Fee will increase to \$250.00, payable in addition to the Renewal Fee. After 1 year (following the Renewal Date), the Website will no longer be recoverable, and the Client must purchase a new website plan or begin a new project at the current price if the Client so chooses.
- d. In addition to the Renewal Fee and/or Restoration Fee, the Client will be responsible for paying any Late Registration or Redemption Fee charged by the domain registrar and acknowledges that it is possible for the Client's domain to be lost permanently when not renewed within the timeframe permitted by the domain registrar.

6. Confidentiality.

During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, passwords, and other confidential information, to the Company in order for the Company to complete the Website in its final form. The Company will not share any of this proprietary information at any time, even after the Agreement is fulfilled. The Company also will not use any of this proprietary information for the Company's personal benefit at any time, even after the Agreement is fulfilled.

This provision shall remain in full force and effect even after the termination of this Agreement, either by natural termination or for cause.

7. Client Responsibilities.

The Client acknowledges that the Company's ability to provide the Services is dependent upon the full and prompt co-operation of the Client (which the Client agrees to provide) as well as the accuracy and completeness of any information and data the Client provides to the Company. Accordingly, the Client shall in a timely manner provide the Company with access to, and use of, all information, data and documentation reasonably required by the Company for the completion of the Project.

The Company is under duty to ensure that any materials produced under a contract are legal, decent, honest, and truthful. However, the Company may not be an expert in respect of the subject matter or content to be displayed on the Client's Website, and therefore, the Client is responsible for the accuracy, completeness and for all descriptive, technical, or proprietary aspects of the Services and shall indemnify the Company for any liability arising from a breach of this Agreement. Similarly, the Client indemnifies the Company against all copyright infringement where the Client provides the Company with copyright-infringing assets to be used for the completion of the Project, whether knowingly or unknowingly. These assets include but are not limited to text, images, documents, and other forms of intellectual property.

8. Revisions.

One (1) major revision is included per website project, based on the feedback provided by the Client after the first draft of the Website is delivered for review. This unpaid major revision may include page and/or product additions (not exceeding the number included with the Website Plan), changes to and/or additions of content; or changes to design and/or layout/arrangement; however, where the required revision time for this major revision is to exceed two (2) hours, the Client will either:

- a) have 1 or more revisions deducted from the number of annual revisions included in the Client's Website Plan (i.e., BLANK revisions), or
- b) incur a surcharge for the additional time required to complete the requested revisions

Once the major revision is completed, future requests for site revisions will count towards the included annual revision count, whether those requests are made prior to or post Website launch.

Each annual revision is intended to be completed within a 30-minute time frame, and the Client will receive access to an online revision log for live tracking of changes and record keeping. Where additional time is required, one or more additional revisions will be used. Unused annual revisions expire at the time of renewal each year.

9. Review and Approval Windows. The website is considered "approved" after 30 calendar days of delivery for review and the Project is marked as "completed", at which point the client foregoes the one (1) included major revision and all revisions requested count toward the number included annually in the Client's Website Plan. As much as possible, feedback and revision requests should be set forth in one email, all at once, and not piecemeal over several emails.

10. Website Mockups. To help mitigate the need for mock-ups, the Company always recommends that its clients look at examples and competitor websites to get some good direction from the start, and the Company discusses this at length with the Client during the Client's one (1) included free website consultation, along with the desired look and feel of the Website and other design goals.

Where a flat site mockup is preferred, the Client will incur a non-refundable surcharge of \$375.00 and will have an opportunity to request revisions, additions, and changes two times (2x) after the first draft is delivered for review. This is to say that a total of three (3) proofs will be included at this cost.

The website mockup is considered "approved" after 14 calendar days of delivery and the project moves into the Development Phase, at which point any requests for changes or revisions will only be considered after the first draft of the developed Website is delivered to the Client for review, and executed either: (1) as part of the Client's one (1) included major revision, (2) as one or more of the Client's included annual revisions, (3) as additional service time paid for by the Client, or (4) any combination of the first three items.

11. Assignment. The Parties may not assign their rights and/or obligations under this Agreement unless both Parties agree to the assignment in writing.
12. Project Termination. The Client can terminate the agreement for any reason by giving written notice. Once a project is terminated by the Client either in writing or by abandonment, no refunds will be issued to the Client, and where a payment plan is involved, the payment plan will only be cancelled where written notice is given at least 3 days prior to the date of the next scheduled automatic payment, subject to the payment plan's Cancellation Fee of \$100.00. As a result of terminating the Project, the Client would be subject to paying a Restarting Fee of \$250.00 should the Client choose to

continue with the Project within one (1) year of terminating the Agreement, in addition to any renewal fees owed. After 1 year, the Client would need to begin a new project and pay all associated fees at the current price.

13. **Project Abandonments & Holds.** The Project is considered abandoned where the Client fails to communicate with the Company as required for the carrying out or completion of the Project for a period of 90 consecutive days following the Effective Date (The Project's Grace Period). AN ABANDONED PROJECT IS CONSIDERED A TERMINATED PROJECT, as described in Section 12 above.

The Project is placed on hold where the Client successfully communicates with the Company that the Client needs more time to gather or produce the information or content required for the completion of the Project during the Project's Grace Period, acknowledging that there may be a delay of up to 90 days for the Project to be continued by the Company when the Client is finally able to produce the required information or content. Where a project is placed on hold, the Project's Renewal Date does not change, and all associated fees will be due on the Renewal Date unless the Project is abandoned or terminated, in which case a smaller renewal fee may be due on the Renewal Date, depending on the Client's selection(s) (see Section 4).

14. **Ownership Rights.** The Client continues to own any and all proprietary information it shares with the Company during the term of this Agreement for the purposes of the Project. The Company has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Project, the Client will not own the final Website design.

Administrative rights to websites transferred to the ownership of the Company and/or started under the ownership of the Company are exclusively retained by the Company for a period of 12 months (the Retention Period) following the date that the Website is approved for launch by the Client or otherwise marked as completed. During this period, the Client may not gain administrator access to the Website but is encouraged to contact the Company to request changes, additions, or edits, as defined by the revision terms of the Client's Website Plan. The Client may however gain restricted backend access to the Website for purposes agreed upon by the Company, such as appointment management, user management, analytics tracking, or event calendar management.

Incomplete websites are retained exclusively and indefinitely by the Company and considered ineligible for handover (transfer) to the Client.

After the Retention Period, the Client may elect to pay the Company a handover (transfer) fee to be determined by the Company and based on the complexity and functionality of the Website, after which, the Company will grant administrator access and full administrative privileges to the Client and will provide the Client with backup files of the Website and its database. The Company will not however relinquish its right to display the Website in its public portfolio or in any public manner.

While the Company will customize the Client's Website to the Client's specifications, the Client recognizes that websites generally have a common structure and basis. The Company continues to own any and all template designs it may have created prior to this Agreement and will further own any template designs it may create as a result of this Agreement.

15. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

16. Force Majeure. Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, labor stoppage, war or military hostilities, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.
17. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
18. Law and Jurisdiction. This Agreement is legal and binding between the Parties as stated above. This Agreement shall be construed in accordance with law in the state of Florida. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth in this Agreement as demonstrated by their signatures as follows, by electronic signature, or by an electronic signature checkbox, checked by the Client at the time of payment for the Services to be provided under this Contract:

"CLIENT"

Signed: _____
Blank Blank

Date: Blank

"COMPANY"

Signed: *W Graphics and Designs, LLC*

Date: Blank

