



262.361.3739  
P.O. Box 36  
Brookfield, WI 53008

**This is a legally binding contract between Aerodev, LLC and the signee of this contract**

# WEBSITE DESIGN CONTRACT

## DESIGNER SERVICES

Designer shall perform the services listed the Scope of Work according to the Work Plan and Milestones schedule.

## PROPOSAL

The terms of this Agreement expires **14** days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

## COMPENSATION

**Fees.** Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

**Expenses:** Client will pay Designer expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Designers standard markup of **30%**; (b) Mileage reimbursement, other than normal commuting, at \$.50 per mile; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

**Additional Costs:** Pricing in the Project Proposal includes only Designer fees. Any other costs, such as hosting, art licensing or photography, will be billed to Client.

**Hosting Final Deliverables:** Designer will design and host the initial website on the designer's WIX account. The Final Deliverables will be transferred to the Client's WIX account after signed approval of the website's design is given, and after purchase of WIX's annual webhosting service and domain name is completed by the Client. After transfer, designer will connect the Client's domain name and hosting account. The domain name does not need to be purchased on WIX, but Designer will need access to the Client's domain host account to connect the domain to the website.

## PAYMENT

**Payment Schedule:** Payment in full is due before design begins.

**Withholding Delivery:** Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

## CHANGES TO PROJECT SCOPE

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within **2 Days** of receiving a Change Order, Designer will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each Change Order at its standard rate and charges.

**Major Change:** If Client requests are at or near **50%** percent of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Designer shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.

**Minor Change:** If Client requests are not Major Changes, Client will be billed on a time and materials basis at Designers hourly rate. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

**Acceptance/Rejection:** Client will have **3 Days** to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Designer will not be obligated to perform any services beyond those in the original Agreement.

## DELAYS

**Designer Delays:** Designer shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client.

**Client Delays:** Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.

**General Delays:** Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

### EVALUATION AND ACCEPTANCE

**Testing:** Designer will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

**Approval Periods:** Client shall, before receiving each Deliverable, notify Designer in writing of any corrections or changes required. Additional fees will apply if changes are needed after Client approves the Final Deliverables.

### CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

### ACCREDITATION AND PROMOTION

**Accreditation:** Designer shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Designer in the Deliverables on each page of the Final Deliverables.

**Promotion:** Designer retains the right to reproduce, publish and display the Deliverables in Designer's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

### CONFIDENTIAL INFORMATION

Client's "Confidential Information" includes information that Designer should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only use as needed to perform this Agreement.

Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

### RELATIONSHIP OF THE PARTIES

**Independent Contractor:** Designer is an independent contractor. Designer shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Designer and the work product or Deliverables prepared by Designer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**Design Agents.** Designer shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). Designer shall remain fully responsible for Design Agents' compliance with this Agreement.

### TERM AND TERMINATION

**Termination Fees:** In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

**Confidential Information:** On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

### RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

**Client Content:** Client Content is the exclusive property of the Client. Client grants Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

**Designer Tools.** All Designer Tools are and shall remain the exclusive property of Designer. Designer grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer

<b>Client has read and understands the terms of this contract</b>	
By agreeing to the terms of service and submitting the online contract form, your typed name acts as a signature.	<i>Andrew Pelner</i>
	Aerodev, LLC Representative