

Digital Production Studios Standard Five Page Web Design Agreement

Digital Production Studios



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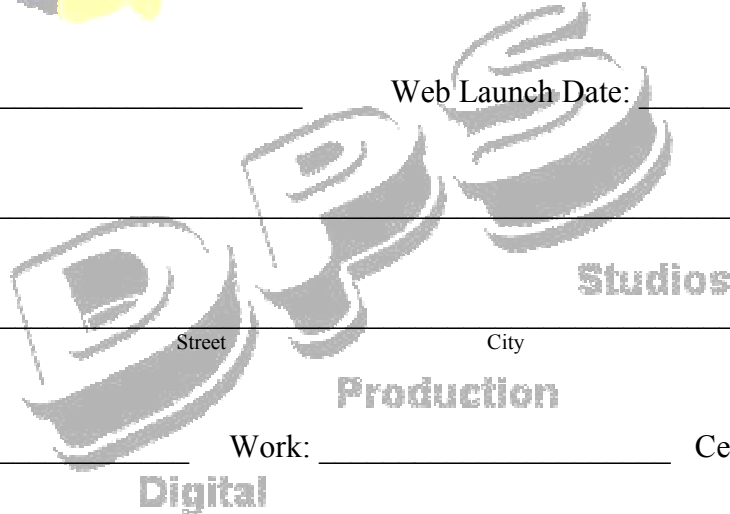
E-Mail: digitalproductionstudios@hotmail.com

Web Design Start Date: _____ Web Launch Date: _____

Client Name: _____

Address: _____
Street City State Zip

Home Phone: _____ Work: _____ Cell: _____



Five Page Web Site Design: \$300.00 _____	<input type="checkbox"/> Client Initial
Additional Action Banners or Flyers @ \$10 each: _____	
Additional Pages @ \$60.00 each _____	
Non-Refundable Costs: Domain Name: _____ Hosting: _____ USB storage: \$20.00	
Total Cost: _____ Non-Refundable Deposit: _____ Balance Due: _____	

(As per the standard terms and conditions of the attached contract pages, we require a 50% deposit at the time of signing this contract. The balance is due 48 hours prior to the public launch of the Web Site.)

Signature of Client: _____ Date: _____
I have read and understand the terms of this contract

Signature of DPS Representative: _____ Date: _____

I desire Web Maintenance beginning with the month after the launching of the above Web Site. I agree to pay \$400 for 12 updates scheduled over a one-year period. This can be renewed as needed.

Web Maintenance Start Date: _____

Initial of Client: _____

Initial of DPS Representative: _____

A copy of this signed contract will be mailed to the above Client address when all signatures have been obtained.

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Standard Terms of Web Design Contract

This constitutes an order for the design of a standard five page Web Site. Price: \$300.00; a non-refundable deposit of \$150.00 is required before any work begins. A draft site will be placed online (but not on the Client's domain) for the Client's review prior to launch. Once the Client has approved the site design, the balance is due. When the balance has been received, the site will be uploaded to the Client's domain (launched). After the site is launched, the Client has 30 days during which minor changes of text, links, or photos may be changed at no additional charge. After the 30-day period, changes will only be made if the Client has paid for a maintenance agreement (see separate Maintenance Agreement Terms).

Exceeding the five page limit: For each additional page required during the web design process, there will be an additional charge of \$60 per additional page. A \$30 (per additional page) non-refundable deposit will be required immediately before work on the additional page(s). The balance for each additional page will be required prior to the launch of the Web site.

Additional features: If additional Action Banners or Action Flyers (programmed in Flash) are desired by the Client prior to receipt of the initial deposit, an additional payment of \$20.00 is required to be added to the deposit for each additional Action Banner or Action Flyer desired. This is a payment, and not a deposit.

Digital Production Studios (DPS) agrees to provide Client with a completely designed Web Site according to the Client's specifications and using the Client's text and photographs. For an additional \$20, we will purchase a USB drive for storage purposes, which will belong to the Client. The Client will own outright this Web site and the USB drive on which it is stored. For an additional \$10.00 DPS will secure a domain name satisfactory to the Client for a Web address (URL) and valid for one year. For an additional \$60.00 DPS will also secure Internet Hosting in the Client's name to host on a server the Client's Web site for a term of one year. Domain name and Hosting services must be renewed each year either by the Client, or by DPS acting in the name of the Client working under a maintenance agreement (see separate Maintenance Agreement Terms).

Booking: Upon signature and receipt of deposit, Digital Production Studios will design a five page web site according to the Client's specifications and place it on the Internet for private viewing by the Client only. This involves many hours of work on the site, for which our technicians must be paid. For this reason, this deposit is non-refundable.

Upon signature and receipt of payment (\$90.00 total) for domain name and hosting services, Digital Production Studios will reserve a domain and a hosting service in the name of the Client, and to be retained for the period of one year. Digital Production Studios will also purchase a USB drive for storage of the designed web site. For this reason, this payment is also non-refundable.

If the contract is canceled for any reason, the deposit is forfeited, but the Domain Name and Web Site hosting will be turned over to the Client on the Client's blank USB drive. Full value of the site is earned 48 hours prior to the launching. Notice to cancel must be given prior to that. Even if the launching of the site is canceled prior to 48 hours, the deposit is still forfeited. Cancellation only affects final payment of the balance due. Cancellation prior to 48 hours must occur in writing and given or e-mailed directly to a representative of Digital Production Studios.

Once the final payment has been received and the client has had 30 days to request and review minor changes or corrections, this contract has been fulfilled. If the Client so wishes, the Client may request that the USB Drive with the entire Web site as designed by DPS be mailed to the client. If the Client has signed a maintenance agreement with DPS, then the USB drive shall remain in DPS possession until such time as the Client's term of maintenance is finished.

Military: We support and want to extend our appreciation to all military personnel. If orders are changed requiring a change in the launch date all deposits will be forwarded. We ask that notification be given to Digital Production Studios as soon as possible. (DD2:14)

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Failure to Perform: Digital Production Studios guarantees to act as your agent in securing a domain name suitable to you, arrange for Internet hosting services, and design your Web site, storing all files on a USB drive purchased for that purpose. If Digital Production Studios cannot perform this Agreement due to a fire, strike, act of God, war, traffic conditions, road conditions or other unforeseen tragedy, Digital Production Studios shall return the deposit to the Client and mail a blank USB drive to the Client by a secure means, but shall have no further liability with respect to the Agreement. Digital Production Studios cannot refund payments made for a domain name and outside hosting service. Those will still belong to the Client.

Digital Production Studios Standard Price List: Charges in this agreement are based on Digital Production Studios' Standard Price List for five page Web Design Services. This price list is adjusted periodically and future orders shall be charged at the prices in effect at the time when the order is placed.

Payment: A deposit of 50%(\$150) is due at signing of this contract. Balance is due prior to Internet launch on the Client's domain. Payments can be made by cash, money order, or certified check. You can also pay by credit card by using our on-line PayPal site (go to dpstudios.biz and click on the Payment button). A certified check is one prepared by the bank, made out to Digital Production Studios. Money orders should also be made out to Digital Production Studios. Any fees incurred in reference to collecting payment due to "Digital Production Studios" will be the responsibility of the Contracting Party (the Client).

Updates: During the 30 days following the Web Launch, minor changes, adjustments and modifications are free of charge to get the Web Site Design to meet the satisfaction of the client. Changes may take up to 24 hours to appear on the site after receipt of the change instructions from the Client in writing. Once the design has been accepted as complete by the client, or the site has been active for 30 days from the launch date, any further updates must be covered by the separate maintenance agreement.

Standard Terms of Regular Maintenance Agreement: If the maintenance boxes in the Web Design Contract have been checked, Digital Production Studios agrees to view the Web site once a month and alert the client to any updates needed to bring the site up-to-date. This may include changing dates of copyright notice on the site, deleting references to events that have passed, requesting new content for events, photos, or news releases.

The client may also provide new content to be added to the site on a regular basis, including photographs, video clips (1 minute or less in length in wmv or avi format), sound clips (4 minutes in length or less in wav or aiff format), text changes, document files in doc format, up to five PayPal* buttons or the equivalent of one Web page of material. Changes or updates that exceed those limits must be negotiated separately and may require additional fees.

Additional Pages: Additional Pages, which require all page links to be updated, are \$100 per page, of which a \$50 (per page) deposit is required before work will commence on the additional page(s). The Client will privately view the page on another temporary Internet location, and once approved, the balance for all additional pages is due prior to having them join the client's site and be linked to the existing pages.

Action Flyers and Banners during maintenance period:

Under an agreement with actionflyers.com, our clients with maintenance agreements may purchase 1 new Action Banner or Action Flyer per month for \$10, rather than the usual \$20, to be placed anywhere on the Web site by us during the update. Action Banner and Flyer designs must be described in writing. If photos are used, the Client must provide them. No copyrighted material may be used unless the Client shows evidence of ownership or copyright permissions. We can provide public domain clip art on request. Once the Action Banner or Flyer design has been delivered to the Client, if we made an error in interpreting the Client's written design instructions, we will fix it without charge. Any additions or major revisions by the Client must be accompanied by payment for a new Action Flyer or Banner. Action Banner or Flyer background music or sound tracks are limited to 30 seconds. Silent Flyers or Banners are limited to one minute.

What is included in a Standard Web Site:

1 Home Page containing text and photographs, with navigation buttons linking to all other pages in the site.

1 FREE Action Banner from **actionflyer.com**, \$20 value, usually placed on the Home Page, but movable. If sound is involved, there is a limit of 30 seconds of sound. If silent, the time limit is one minute. Client provides us with design description in writing, with all text written out. If photos are used, they must be owned by the Client, or the Client must show evidence of copyright permission. We have public domain clip-art and other materials that can be used – just ask.

1 Contact Page with all information about contacting the client by mail, phone and e-mail.

1 Shopping Page with up to five PayPal* or Token** buttons linked to up to five products or services that the client is selling. Additional pages added at the time of Web Design add \$60 per page to the final cost and 50% of that (\$30 per page) to the initial deposit. If the Web Design process is complete, the cost is \$100 per page additional.

*This requires that the Client has a PayPal Account. Digital Production Studios takes no responsibility for products sold by the client, or for delivery of those products to their customers. We only set up the system to be used between PayPal and the client. All payment of state and federal taxes in connection with such sales are the responsibility of the client.

**This requires that the Client has an account with Token Systems. Digital Production Studios takes no responsibility for products sold by the client, or for delivery of those products to their customers. We only set up the system to be used between Token Systems and the client. All payment of state and federal taxes in connection with such sales are the responsibility of the client.

Up to 2 additional pages for additional content. This content may consist of text, photos, one video clip (up to 60 seconds in length) OR one sound clip per page (up to four minutes of sound), up to five document file for download per page. Usually such pages are used to describe the business or give directions for driving, or describe the benefits of various products, or advertise events or locations where the client or the client's products may be seen and purchased.

In addition, we can, at the Client's request, provide links to Internet maps and driving directions to various locations. We can also provide hyperlinks to other sites affiliated with the client. We can provide internal bookmarked links to products the Client is selling. We can provide a link to a calendar service that the client must maintain OR we can provide the Client with an independent site calendar that we maintain and update under our monthly maintenance agreement.

Additional Services and fees:

We can assist the Client in setting up a private Forum – fee \$200.

(See the forum linked to on **www.magicnook.com** as an example)

We can assist the Client with obtaining royalty-free photos and video.

(See **www.DPStudios.biz** for examples.)

This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed.