



## WestCoast Treasures cdrom Web Site Design "Contract"

WestCoast Treasures cdrom **CONTRACT**. To be used in conjunction with the Web Site Planning Worksheet completed by the client.

Contact

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company/Client: \_\_\_\_\_ E-mail \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip/P-code: \_\_\_\_\_

Our desire is to satisfy you, the client. One way is to make a clear understanding with each other in a contract. These are the terms of our agreement together and are open for "minor" modifications:

### **Authorization:**

The above-named client is engaging WestCoast Treasures cdrom, located at Vancouver, Canada, as an independent contractor for the specific project of developing and upon completion date, installing on the client.com web space, a Home Page e.g. Design package\_\_\_\_\_.

### **Other:**

The client hereby authorizes WestCoast Treasures cdrom to access the pages submitted and/or design, for approval, web pages on client.com (server). The client authorizes "write permission" to us for the client's web site directory, and any other directories or programs that need to be accessed for this project. The client also authorizes WestCoast Treasures cdrom to upon approval publicize their completed web site, to our site, client.com web space and the World Wide Web.

WestCoast Treasures cdrom includes the following elements in the Web Site Packages:

E-mail/phone consultation\_\_\_\_\_hours offered. (Long distance charges are in addition to rates quoted).

### **Other specific arrangements:**

\_\_\_\_\_  
\_\_\_\_\_

Text supplied by the client\_\_\_\_\_. Web pages of more than\_\_\_\_\_ words of text we edit and display, may be subject to additional fees. We offer, for full web Home Page, one full page, no scroll, unless banner is on top of page. Photos and other miscellaneous images supplied by client (up to an average of\_\_\_ per page in addition to top-of-page graphic. Color originals larger than \_\_\_\_\_ are extra. Minor updates and changes to existing web pages for \_\_\_months. Includes up to \_\_\_ hours, subject to the limits outlined below. Additional changes billed; (hook-up fee applies). E-mail response link on each web page to any e-mail address the client designates. Web design packages will include a selection as seen on WCTcdrom.com web design section.



Web Page content and Special Instructions

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The content of the Web pages will be supplied by the client and executed as specified by the client in the " Web Site Planning Worksheet " dated\_\_\_\_\_. Notwithstanding any prices listed in literature or on web pages, the client and WestCoast Treasures cdrom agree that the services described in this contract shall be completed for the sum of\_\_\_\_\_Cdn., which shall include up to \_\_\_\_\_web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay WestCoast Treasures cdrom an additional \_\_\_\_\_ hourly rate for each addition web page.

Graphics or photos we design, beyond the allowed average of\_\_\_\_\_, per web page shall be billed at an hourly rate of \$\_\_\_\_\_each.

Special Instructions: The space below or attached sheet(s), if any, describes any changes the client desires from the services outlined above. Number of sheets attached, or other\_\_\_\_\_.

Extra pages\_\_\_\_\_ Animated GIF\_\_\_\_\_ Banners\_\_\_\_\_ (extras are billed at our hourly rate).

**Changes to Submitted Text:**

Please send us your final text. Time required to make substantive changes to client-submitted and approved text after the web pages have been constructed and approved, will be billed accordingly - additionally, at our hourly rate.

WestCoast Treasures cdrom and the client must work together in order to complete the Web Site in a timely manner. We agree to work expeditiously to complete the Web Site no later than \_\_\_\_\_ . WestCoast Treasures cdrom reserves the right to assign subcontractors to this project to insure on-time completion or specialized - specified work.

**Payment of Fees**

Web-site design fees to WestCoast Treasures cdrom are due and payable on the following schedule: 50% of the estimated cost upon signing this contract. 50% when the web pages have been constructed according to the client's original written specifications. No web pages will be published without final approval and payment.

If the total amount of this contract is less than \$\_\_\_\_\_.\_\_\_\_\_, the total amount shall be paid upon signing this contract. In order for WestCoast Treasures cdrom to remain in business, payments must be made promptly. WestCoast Treasures cdrom reserves the right to remove web pages from viewing on the Internet until final payment is made.



**Copyright Content:**

The client represents to WestCoast Treasures cdrom and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WestCoast Treasures cdrom for inclusion in web pages are owned by the client. Secondly that the client has permission from the rightful owners to use each of these elements, and will hold harmless, protect, and defend WestCoast Treasures cdrom and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**Copyright of web pages:**

Copyright to the finished assembled work of web pages produced by WestCoast Treasures cdrom is owned by WestCoast Treasures cdrom. Upon final payment of this contract, the client is assigned rights to use as a web site the design, graphics, and text contained in the finished assembled web site. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Upon approval, publishing and final payment and without web maintenance from WestCoast Treasures cdrom, pages shall become the property of the client. See also page 4 for related information (Addendum to Contract) meta tags etc.

**Initial Payment and Refund Policy**

This agreement begins with an initial payment of \$\_\_\_\_\_.

If the client halts work or work is not done in a timely manner (30 day hold on work) present work will be deducted from fee paid and client can receive a refund for halting work up to half the initial payment. Clients refund applies for a refund within 30 days. West Coast Treasures cdrom must receive, in writing, by telephone to 1-604-681-5582, or fax to 1-604-681-4460. Work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless application has been made in writing or by telephone within 30 days of signing this contract.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client: \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of WestCoast Treasures cdrom:  
\_\_\_\_\_  
Date: \_\_\_\_\_



WestCoast Treasures cdrom " Addendum to Contract "

• **Special Condition and Termination of Contracts:**

If a client of WestCoast Treasures cdrom wishes to have work done on a web site or any part thereof, by an outside party, WestCoast Treasures cdrom holds the following rights:

a) WestCoast Treasures cdrom must be informed prior to any outside party doing work on the web site. Unless informed, this contract will be null and void.

b) Upon termination of contract, WestCoast Treasures cdrom requires the client ensure the following conditions be enforced;

- All reference to our company (WestCoast Treasures cdrom) shall be removed from the web site.

**Meta tags** (and not limited to the following):

Eg: <meta name="Creator" content="WestCoast Treasures cdrom - http://www.wctcdrom.com/">

Eg: <meta name="Publisher" content="WestCoast Treasures cdrom - http://www.wctcdrom.com/">

Eg: <meta http-equiv="author" content="WestCoast Treasures cdrom. http://www.wctcdrom.com">

Eg: <meta content="WestCoast Treasures cdrom" name="owner">

Eg: <meta content="WestCoast Treasures cdrom" name="Copyright">

Eg: <!-- email:webmaster@wctcdrom.com --> <!-- copyright 1997 2006: wctcdrom.com -->

Eg: <meta http-equiv="REPLY-TO" content="wctcdrom.com">

Eg: <!-- Copyright © WestCoast Treasures cdrom. 1997, 2006 All rights reserved. No part of this website may be reproduced in any way without written permission from the editor CDDH -->

Eg: **Images** (WestCoast Treasures cdrom web design logo - **links** (to WestCoast Treasures cdrom web design) and information pertaining to the design, and any others that reflect our company name. This will be done in a timely manner (30 days) after termination of contract.

c) **Administrative and Technical** changes to be made with Internic, Network Solutions, Cira, within thirty days of termination of contract.

d) **Special Web Sections:** Any special sections of web site: E.g.: Shopping Carts, Forms, DataBases' etc as detailed in Contract Worksheet(s).

e) **Special Web Section and or additions to web sites;**

E.g.: Shopping Carts, Forms, DataBases etc. as detailed in clients Contract Worksheet(s). Any section as detailed on the worksheet that has been created and maintained over time by WestCoast Treasures cdrom, will become the property of the client at no charge. WestCoast Treasures cdrom will for a moderate fee, install and instruct the client or his party on the use or maintenance of said program.

On behalf of \_\_\_\_\_, I hereby agree to the terms and  
(Company Name)

Conditions for \_\_\_\_\_ maintenance agreement as outlined above.  
(Maintenance Plan)

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
(Client)

Signed and agreed to by:

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_  
On behalf of WestCoast Treasures cdrom