

# Website Development Agreement

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CDG Marketing & Web Design  
Document Sender : Valerie Cudnik

# Website Development Agreement

## Why You're Here

## Where You Want To Be

## Other Details

### Our “ ” Plan Includes:

1. **Build (or re-build) your website in WordPress.** This will allow you (should you choose) quick and easy access to the content of each page so it can be updated as necessary. I use a custom theme builder called BeaverBuilder. It is the framework for the final product and is used by tens of thousands of developers, so should I kick the bucket or you get tired of me, you can easily find someone else that can step in. WordPress is highly extendable via a system of plugins to add functionality.
2. **Add , up to pages.** Content to be discussed and finalized via Zoom, phone and email conversations.
3. **Local Page Tagging.** We include underlying “schema” code to tell the search engines who you are, what you do, how to reach you and where you're located in a format that they can understand.
4. **Install SEO Tools.** We install plugins that help you get found by the search engines: 1) by creating a sitemap and telling the search engines to come have a look around, 2) by programming the site to use meta content to describe your pages for indexing and display on the search engines, and 3) We also set up Google Webmaster Tools and manually submit your sitemap to both Google and Bing!
5. **Set up Analytics code.** We'll create a Google Analytics account and install the relevant code so that we can track how people find your site and what they do when they get there. *You will have full access to the information.* We will also add other analytics code, tracking pixels, etc., if needed.
6. **Contact Forms.** We will create up to three forms (your choice) so that potential clients/donors can reach you via your website.
7. **Social Media.** We will include links to any social media accounts you may have, as well as include 'sharing' links on the pages of your site (both are optional, but recommended).
8. **Hosting.** Web Hosting via .
9. **Content Creation/Editing.** CDG will create or edit pages of SEO-optimized sales content as part of this project.
10. Your package includes the following important services:

### Why I'm The Best For The Project

I'm not only well versed in website development, I've built hundreds of websites using WordPress and am also familiar with local marketing and SEO. I understand technology and have been a professional graphic designer for over 35 years.

Over the past decade, I've helped many small businesses migrate sites to WordPress, redesign their existing WordPress site, or create new sites from the ground up. Any of my current clients would be happy to give you a reference.

I've been a professional graphic designer since 1986 and have worked with hundreds of small businesses in increasing sales and profits. While I could keep my nose in the computer and just do design and coding, I've always felt compelled to offer suggestions to improve the WHOLE business. It's paid off! My customers' bottom line has always improved and I get free word-of-mouth advertising. If I think you're making a bad marketing decision I will always tell you (and you are free to ignore my advice, too).

Here's what this website portion of this project entails:

2. Add , and up to stock photos as needed to dress up the content. (If you have upgraded to include



- professionally-written content, I'll work with you to develop it.)
3. Configure plugins, site settings, etc.
  4. Install webmaster tools and set up analytics
  5. Set up contact page/contact forms
  6. Ensure all layouts are mobile responsive
  7. Make sure your site is optimized for local recognition by the search engines
  8. **Post Development:** I'm not going to leave you on your own. Very minor changes and additions will be made without additional charge for the first 30 days, or as long as you have an active plan that includes revisions and additions (not all plans do). If you chose a package that doesn't not include monthly maintenance, after 30 days I am available to help make additions/changes for \$75 per hour.

## Costs and other specifics

This project will likely take approximately for development. The timing is based on prompt communication. If you are writing your own content, I can't build the site without it. Likewise, if I ask for clarification, feedback, photo choices, etc., and you do not respond, work stops until I get the information needed to proceed.

The "" website package price starts with a \$ setup fee, including any additional services (half is due before we get started, the other half is due upon completion), then \$ per month, *for a minimum of months (or as long as we are maintaining your site).*

My primary goal is to help you get where you want to be () as efficiently as possible.

I look forward to helping your business grow!

## The Fine Print:

**Copyrights and Trademarks.** Client represents to CDG and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CDG 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 CDG and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Original art created specifically for client is considered "work for hire" and becomes the property of client (I'm generous that way!); royalty-free (stock) images used in the site content and design remain the property of their original owners and are *licensed for use on this project only*.

**Deadlines.** Client agrees to provide CDG with content for the site within 30 days of the signing of this agreement. Failure to provide content as agreed simply means your website won't have content. It does not relieve you from other contractual obligations included in this agreement. Content received after the 30 day deadline *will be added*, but it will need to be scheduled into our system and may take up to 2 weeks to be processed.

**ADA Compliance.** CDG uses themes and plugins that offer basic ADA compliance. Specialty features, such as animations, slide shows, and non-standard features may not meet all compliance standards.

**Software Licenses.** WordPress is open-source software; there is no charge to use it. The core theme used by CDG is a premium theme for which CDG pays an annual fee; as a secondary user you do not have access to support directly from the theme developer unless you choose to purchase your own license. As long as you have a monthly maintenance plan with CDG, CDG will provide support and renew the licenses. The same holds true for many of the plugins used on the website. The theme and premium plugins either have lifetime licenses or unlimited site licenses and will be renewed by CDG annually until such time that they become obsolete or CDG ceases to use them. If you are paying for maintenance when that happens, CDG will work with you to find an alternate solution.

**Limited Warranty.** You acknowledge that the Services are provided "as is." Neither CDG, nor any of its owner, employees or agents, warrants that the Services will be uninterrupted or error free. CDG is not responsible for and hereby disclaims any warranties, either expressed or implied, regarding the quality, accuracy, or validity of the data and/or completeness, non-infringement, merchantability or fitness for a particular use. Use of information obtained from or through the Services is at your risk. Under no



circumstances will CDG be liable to you or any other person for any loss or damage caused by your reliance on information available on its servers or obtained through the Services. The entire risk as to the quality and performance of the web pages and website is with client. In no event will CDG 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 website, even if CDG has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.□□

**Limitation of Liability.** IN NO EVENT SHALL CDG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CDG' MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO CDG FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, CDG' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

**Indemnification.** You agree to indemnify, defend and hold CDG and its affiliates, directors, officers, employees and agents harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, dispute or demand related to your use of the Services, your violation of any of the provisions of this Agreement or from your placement or transmission of any materials or content onto your site by CDG. Such liabilities may include, but are not limited to, those arising from the following: (a) with respect to your business, (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the acceptable uses described herein or anti-spam policy; (b) any damage or destruction to CDG' equipment or to any other accountholder, which damage is caused by or otherwise results from acts or omissions by you, your representative(s) or your designees; (c) any personal injury or property damage arising out of your activities related to the Services, unless such injury or property damage is caused solely by CDG' gross negligence or willful misconduct; and (d) any other damage arising from your equipment or your business.

**Warrants and Representations.** CDG is not a partner or in any way affiliated with the clients it designs, publishes, and hosts web pages or websites for, and CDG is not liable for any services or products sold or promoted.□

**Governing Law.** This contract shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia applicable to agreements made and to be performed within the Commonwealth of Virginia without giving the effect to the conflict of law principals thereof.

**Software.** WordPress is an open-source application that is updated several times a year. Not all updates are required, but most should be implemented for security purposes. Unless the client as an ongoing maintenance contract, updating WordPress and plugins is the responsibility of the client. While we have faith that WordPress will be around for a long time, CDG makes no warranty as to the continued support or operation of this program.

**Browser Compatibility.** Your website will be tested for compatibility in the following browsers (current version at time of project):

- Firefox
- Chrome
- Safari
- Microsoft Edge

Template designs are tested both on the Windows PC and Mac operating systems as well as iOS and Android mobile devices. We do not code for browsers older than the current release. In addition, we do not code for browsers still in Beta testing.

Client agrees that CDG may use images of the site for it's online portfolio and other marketing pieces and that



a small back-link to CDG shall be in the footer of the website.

Additional charges at our hourly fee of \$75/hr., after the final launch, will be incurred for future requests if:

- You add new plugins or features to your site that weren't included in the original project
- A new browser upgrade breaks your theme (e.g. a browser version that didn't exist during the creation of your theme)
- You've made changes or alterations to the code (or you have hired someone other than CDG to do so)
- Your site gets hacked, or otherwise compromised due to something you installed.

**Force Majeure.** A Party shall not be deemed in default of this Agreement, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

- gives prompt written notice thereof, and
- takes all steps reasonably necessary to mitigate the effects of the force majeure event.

If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

**Rates and Prices.** Prices for maintenance and hourly work are guaranteed not to increase for a period of 18 months. (I've never had to put a disclaimer about prices before; times have changed and prices are rising.)

**Cancellation.** In the event of cancellation of the project, ownership of all copyrights and the original artwork and files shall be returned to/and retained by CDG Marketing & Web Design and a fee for work completed, based on the hourly rate of \$75 per hour, and expenses already incurred, shall be paid by the client.

**Confidentiality.** All correspondence and documents provided will be treated as confidential between the client and CDG Marketing & Web Design, unless all parties involved have granted consent.

*This proposal is valid for 30 days from the project proposal date.*

X \_\_\_\_\_

# Signature Certificate

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## Audit

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online activity and events recorded for this contract.