Contract

Web Development :
Elite Package & Maintenance

Price & Payment

TOTAL PRICE: $4900.00
Can be paid in 2 increments of $2400.00

Monthly Maintenance $200.00

We use Paypal for our secure online invoicing. You will be sent 1 invoice at the beginning of your project and the 2nd invoice will be sent to you after the project is complete.
(Please note, the 2nd payment must be paid before the launch of the website.)
If you need to pay in a different way please let us know and we will work with you on it. For more information on how the design process works you can get more info on our website at www.localdentalwebsites.com/getting-started

Whats Included and not included

Your Web Design Plus Package & Maintenance includes all the correspondence between your project manager and yourself. Design of your website and Programming. It also includes all installations and testing. Along with all of these services:

Inclusions

Responsive Design Layout
Custom Template Design
Multiple Content Pages
Image Gallery
Library of Stock Images to choose from
Newsletter Sign up & Pop Up
Online Inquiry Form
Downloadable Client Forms
Appointment Form
Social Media Links
Advertisement Boxes
Interactive Map
Branded Blog Page
Contact Forms

Maintenance Inclusions

Hosting & Domain
Hosting Installation & Set up
Visitor Analytics Set Up
SEO Yoast Setup
Platform & Software Updates
Security Guard
Weekly Backups
Submission to Major Search Engines
Website Repairs
Content Updates (*up to 5 content changes a month - Text and Images*)
Blog Post Training (*1hr Included*)

More

How long will it take?

We don't set any specific dates on Finishing a project as each project is different and has its own design and development needs different from any other site. With that said most projects finish within a 2 Month time period and we will do our best to meet any Deadline needed by the client. We design, develop and most of all we test your website for bugs, and glitches extensively before we launch the website. With any website there can be roadblocks and challenges that arise in the design and coding process and when challenges arise we fix them so that they don't happen again. We stress the importance of Quality over Quantity and we take the time that needs to be put into each and every project we work on. We stand by the quality of our work and we hope our clients feel the same.

Support Services

Warranty Period of 30 days after completion of website. "Support Services" means commercially reasonable technical support and assistance to maintain and update the Deliverables including correcting any errors or Deficiencies, but shall not include the development of enhancements to the Project or other services outside the scope of the Proposal.

Maintenance Period ending. Upon expiration of the Warranty Period and at Client's option, Designer will provide Support Services only if client has singed up for the Monthly Maintenance Package offered by Justin The Designer.

Changes

Additional Work *- Hourly Rate for Design/Programming: $50.00*
Client will have 2 full rounds of revisions to the design before we hand the design over to be developed by our programmer. If more then 2 revisions to the design are needed we will work at the hourly rate above. (any additional charges will be billed along with your 2nd half payment.)

After you have approved the design and your design has been handed over to the programmer for the "development stage" there are no longer design changes available. If you decide you need to do any design changes at this

point we will need to charge you for the design at our hourly rate as well for any additional programming that needs to be re-done due to the design changes that were implemented. This will also be billed at our hourly rate. (any additional charges will be billed along with your 2nd half payment.)

During the Scope of a website sometimes you will decide that you need something that you didn't realize at first. If something arises that was not included in the original project evaluation we will work at the hourly rate of $50.00 an hr. Any additional charges will be included in your adjusted final payment and will need to be paid upon the completion of the project.

General Changes. Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Client shall pay additional charges for changes requested by Client which are outside the scope of the Services on a time and materials basis, at Designer's standard hourly rate of $50 per hour. Such charges shall be in addition to all other amounts payable under the agreement, despite any maximum budget, contract price or final price identified therein. Designer may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

Substantive Changes. If Client requests or instructs Changes that amount to a revision of at least 15% of the time required to produce the Deliverables, and or the value or scope of the Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Designer.

Testing and Acceptance. Designer will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within 5 business days of receipt of each Deliverable, shall notify Designer, in writing, of any failure of such Deliverable to comply with the specifications set forth in the agreement, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or

amendment, and Designer will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

Client Responsibilities

Client acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:
(a) coordination of any decision-making with parties other than the Designer;

(b) provide content in a form suitable for incorporation into the Deliverables without further preparation, unless otherwise expressly provided in the agreement.
(c) final proofreading and in the event that Client has approved Deliverables but errors, such as, by way of example, not limitation, typographic errors or misspellings, remain in the finished product, Client shall incur the cost of correcting such errors.

Relationship of the parties

Independent Contractor. Local Dental Websites is an independent contractor, not an employee of Client or any company affiliated with Client. Local Dental Websites shall provide the Services under the general direction of Client, but Local Dental Websites shall determine, in Designer's sole discretion, the manner and means by which the services are accomplished. This Agreement does not create a partnership or joint venture and 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 that term is defined under Copyright Law. All rights, if any, granted to Client are contractual in nature and are wholly defined by the express written agreement of the parties and the various terms and conditions of this Agreement.

Indemnification/ liability

Client agrees to indemnify, save and hold harmless designer from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Designer shall promptly notify Client in writing of any claim or suit;

Client has sole control of the defense and all related settlement negotiations; and designer provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Designer in providing such assistance.

Limitation of Liability. The services and the work product of designer are sold "as is." In all circumstances, the maximum liability of designer, its directors, officers, employees, design agents and affiliates ("Designer Parties"), to client for damages for any and all causes whatsoever, and client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of designer. In no event shall designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by designer, even if designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

Terms and Termination

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

This Agreement may be terminated at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or if any party:

(a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or

(b) breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within 10 days from receipt of written notice of such breach.

In the event of termination, Designer shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer or Designer's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation.

In the event of termination by Client Justin The Designer will keep the initial 1st half deposit of the project. Our initial 1st half payment allows us to schedule your project on our calendar and thus turning away other clients. So with any termination the First Half Payment can not be returned.

In the event of termination by Client and upon full payment of compensation as provided herein, Designer grants to Client the work that has been done up to that point.

Upon 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) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

General

Force Majeure. Designer shall not be deemed in breach of this Agreement if Designer is unable to complete the Services or any portion thereof by reason of fire, earthquake, labor dispute, act of public enemy, death, illness or incapacity of Designer or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, Designer shall give notice to Client of its inability to perform or of delay in completing the Services and shall propose revisions to the schedule for completion of the Services.

Governing Law and Dispute Resolution. The formation, construction, performance and enforcement of this Agreement shall be in accordance with the laws of the United States and the state of Arizona without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association, or other forum mutually agreed to by the parties. The prevailing party in any dispute resolved by binding arbitration or litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Arizona. The parties hereby waive any jurisdictional or venue defenses available to them and further consent to service of process by mail. Client acknowledges that Designer will have no adequate remedy at law in the event Client uses the deliverables in any way not permitted hereunder, and hereby agrees that Designer shall be entitled to equitable relief by way of temporary and permanent injunction, and such other and further relief at law or equity as any arbitrator or court of competent jurisdiction may deem just and proper, in addition to any and all other remedies provided for herein.

Sever-ability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect

and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.

Additional warranties and representations

Deficiencies. Subject to the representations and warranties of Client in connection with Client Content, Designer represents and warrants that the Final Deliverables will be free from Deficiencies. For the purposes of this Agreement, "Deficiency" shall mean a failure to comply with the specifications set forth in the Proposal in any material respect, but shall not include any problems caused by Client Content, modifications, alterations or changes made to Final Deliverables by Client or any third party after delivery by Designer, or the interaction of Final Deliverables with third party applications such as Web browsers other than those specified in the Proposal. The parties acknowledge that Client's sole remedy and Designer's sole liability for a breach of this Section is the obligation of Designer to correct any Deficiency identified within the Warranty Period. In the event that a Deficiency is caused by Third Party Materials provided or specified by Designer, Designers sole obligation shall be to substitute alternative Third Party Materials.

Designer Tools. Subject to the representations and warranties of the Client in connection with the materials supplied by Client, Designer represents and warrants that, to the best of Designer's knowledge, the Designer Tools do not knowingly infringe the rights of any third party, and use of same in connection with the Project will not knowingly violate the rights of any third parties except to the extent that such violations are caused by Client Content, or the modification of, or use of the Deliverables in combination with materials or equipment outside the scope of the applicable specifications, by Client or third parties.

Responsive Layout: After we complete the initial build of the website we then re-design the website to fit tablet and mobile devices. These new stripped down versions are called responsive. A majority of smartphones today use touchscreen interfaces, which render a scenario different from mouse-and-

keyboard setups. These are things we consider when designing your layout for devices. Your website will respond to 90% of tablets and smartphones and the design will change slightly from the desktop version to respond best to the device it is being viewed on.

note: After the initial design and code have been complete we will then design and code for your responsive layout. This does take more time and will add more time to your project.

As of Summer 2014 we design our Websites to work with all browsers and excluding only Internet Explorer. Though your website will most likely be just fine in Internet Explorer we can not guarantee it will. Internet Explorer has known issues with there own service that we can't fix and thus leaves us not to be able to guarantee a responsive layout in there browser.n
(This Online version of your contract will allow us to get started on your project. We will also mail you a printed version that you can sign and return to us as well as keep for your own files.)

Please Sign and Mail to:
Local Dental Websites
12617 W. Fairmount Ave.
Avondale, AZ 85392

Date _____

Company Name   _____

Your Name   _____