



BLUE SWAN STUDIO

## Web Site Development Contract

### Site to be designed:

Name of Client

### Type of Service:

- \* (1) front page design
- \* template design for all interior pages
- \* Page coding and content flow on all pages.

### Client will provide:

- \* Final content in electronic form
- \* Stock Photography

### Blue Swan Studio will provide (See Cost of Service):

- \* Site design
- \* Page layout/navigation
- \* HTML coding

It is understood that Blue Swan Studio (hereafter referred to as “site designer”) will design for CLIENT (hereafter referred to as “the client”) a fully functional, eye pleasing Web site in the sole discretion of the client and in accordance with client specifications. It is understood that construction of this project cannot begin until final content and appropriate stock photography are delivered to site designer. All photos, disks and other relevant material provided by the client will be returned upon completion of this project.

### Process

Unless otherwise determined, the job production will follow this general process:

#### Content

The final version content must be delivered by the client to site designer via electronic form (CD or email), saved as a Microsoft Word or .txt file. Photos must be the highest available quality, saved on CD as .tif, .pix, .eps or .jpg format. (Final version content means that content has been prepared, proofed and reviewed by client, and is approved for electronic publication.)

#### Navigation

Based upon site content and previous discussions with the client, site designer will develop a proposed navigation system for the Web site.

**First Round Design**

Site designer will design the front page of site and one interior page in accordance with client specifications. If client requests design variations from which to choose, site designer will make the appropriate number of design drafts of the front page and one interior page only.

**Client Approval**

The design drafts will be shown to client as one large graphic only. Site designer will make any requested changes. When design is in final form, the client will give signature approval of graphical design.

**Final Design**

Site designer will construct all final design for the site, including coding, graphics and photo manipulation.

**Test Site**

After site construction is complete, site designer will upload the client Web site onto a test server for final viewing and approval.

**Client Approval**

The client will be notified in writing that Web site is on a test server and given the appropriate URL address for review. Any final changes to the site will be made at this time. Final written approval will be required from the client before the site will go live.

**Transfer of Site**

Site designer will obtain proper access to client server account and upload site. Client is responsible for arranging any redirects needed from previous web server to new web server.

**Other Considerations**

Site designer will keep a copy of the original Web site, including all original graphics files, compressed graphics, and photos. From the date of go live, site designer will give client a 90-day grace period for any requested adjustments to the function or appearance of the site (i.e., fixing broken links, broken image tags, minor content changes, etc. This does not include additional page or graphical creation, but is solely limited to pages and graphical appearance in place at the time of go-live.) After this 90-day grace period, the client is solely responsible for maintenance and back-up of the site (unless other arrangements have been agreed upon in writing).

**Third-Party Contracting**

Site designer will identify third-party talent and or service(s) to deliver certain client specifications, such as database programming, web applications delivery, web site hosting, email functionality, etc. Site designer will arrange for said talent/service(s) as a convenience for client, but does not act as an agent for said talent/service(s), does not guarantee and does not warrant any third-party contracts. Site designer will not utilize a third-party talent and/or service to provide any of the services contracted for hereunder without the prior written consent of client.

**Indemnity**

To the extent permitted by Ohio Law and Constitution, client agrees to indemnify and hold harmless site designer from the claims of any third-party relating to Web site material, including, but not limited to, claims of copyright infringement, violation of trade secrets, invasion of privacy, defamation, and right of publicity, but excluding any claims caused by or arising out of any breach or non-performance by site designer of site designer's representations, warranties, and/or agreements hereunder.

Site designer agrees to indemnify and hold harmless client from the claims of any third-party caused by or arising out of any breach or non-performance of the representations, warranties or agreements made by site designer under any provision of this agreement, but excluding any claims caused by or arising out of any breach of non-performance by client of client's representations, warranties, and/or agreements hereunder.

**Time Estimate Required for Project Completion**

It will take approximately six to eight weeks to complete an average size project from the date final content is delivered by the client. Smaller sites may take less time; larger sites can take more time. Once final content has been delivered by client, a specific time frame for this project will be given. If the client has a specific deadline date for a project, site designer should be notified as soon as possible.

**Cost of Service \***

INSERT HERE

*\* Cost for completion for this Web site will not exceed estimate unless the client makes additional service requests that are outside of the scope of the general process described on pages one and two of this agreement.*

**Warranty**

Client hereby represents, warrants and agrees that client has the right to enter into this Agreement and that the content provided by client will not be copied in whole or in part from any other work not in the public domain, nor based on any underlying rights and/or copyrighted or other material to which client has not obtained the rights granted hereunder.

Site designer hereby represents, warrants and agrees that site designer has the right to enter into this Agreement and that, except for the content that is the responsibility of client, the web site will not infringe upon any copyrights, trade secret, patent, trademark or any other proprietary right of any third party.

**Ownership**

Upon completion of the services, all right, title and interest in the web site shall vest in the client.

This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the client and site designer, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

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Tracy E. Corrigan  
dba Blue Swan Studio

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Date

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(Client Signature)

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Date