

Fountainhead Web Design Services Contract

The following Contract describes Terms and Conditions governing Website and/or Design work between Fountainhead Web Design and its Clients, (hereinafter designated “FHW” and “Client” respectively). Each clause may be reviewed on its own and modified as needed under the “*Additional Terms Applied*” heading, or accepted in full by signing, dating, and returning this document to FHW. Terms and Conditions of this contract become legally binding upon the signature of Client and receipt of deposit money by FHW.

1. **Estimates and Pricing** - A free *Estimate and Consultation* is provided before any other work begins and prior to any monetary transaction. The estimate will cover a *Standard Web Package* (see definition below) and is based on the size, scope and special requirements requested. The estimate is tunable during the development process and the final cost is to be within +/- 5% of the original estimate (any increase must be justified by FHW).
2. **Estimate Adjustment** - The *Estimate* may be downwardly adjusted due to such things as one or more of the Requirements being marked for removal from the final design by the Client. Another reason for downward adjustment is in the event of a Requirement becoming infeasible due to software inadequacies or Web Hosting technical limitations. Estimates may be upwardly adjusted if special Requirements are added, if the Web Host selected by Client presents unforeseen problems causing delay and extra work for FHW. Client and FHW agree to make good faith attempts to hold estimates firm.
3. **Payment** - After the *Estimate / Consultation*, submission of a signed and dated *Design Services Contract* is required before work begins. Fifty (50) percent of the Estimate is due upfront. Send all funds to the address at the bottom of the document. Funds are accepted in cash (if exchanged in person), Personal Check, or bank Certified Funds. FHW takes no responsibility for cash sent through Mail unless the package is able to be tracked, such as Certified Mail. If personal check for payment does not clear due to insufficient funds, Development will stop until a new check is cleared. A \$25 charge will be assessed for any bounced checks. All deposit monies are non-refundable.
4. **Design Services Contract** - The contract is to be signed and dated and sent via US mail or other client-approved carrier to the address at the bottom of the document. This will be signed and dated by FHW and returned promptly.
5. **Ownership** - When all payments are received in full, then the website and all extra design items contracted for in the *Requirements Document* such as Logos and Brochures etc. become the property of Client. At this point, Client reserves the right to make future changes through any agent he/she designates. It is not mandatory to retain FHW for further modifications. Web Authoring IDs and Password information supplied for the purpose of Developing and Publishing Client’s Website must be returned to Client (i.e. *must not be used further without Client’s written permission*). It is recommended that Client change the Password for the Web Authoring ID provided to FHW, unless Client enters into a Maintenance Agreement with FHW.
6. **Standard Web Package** - Includes *Requirements & Review, Design & Review* (may include a *Prototype*), *2 Phases of Development & Testing, Publishing of completed Website, Bug Maintenance* for 90 days. Hosting and Domain(s) are also configured for Client as are any Email IDs which need to be set up on Server. Read subsequent headings for more detail on the *Development Process*.
7. **Requirements** - *Requirements* are discussed at the *Estimate and Consultation* phase referenced above. These become input to the +/- 5% Estimate. Once the 50% deposit is returned and this contract is signed and dated, *Requirements* are set to writing, working jointly with Client. This documentation specifies the structure and parameters of the website. In addition, functionality, content headings, various special web components are also addressed. This documentation requires acceptance from Client in order to proceed to

- Design. Email acceptance of the *Requirements* is permitted to speed up the process. Requirements may still be modified during the Design Phase.
8. **Web Hosting** - Concurrent with the *Requirements* phase, Client registers his/her vanity Domain Name(s) or uses an existing registered vanity Domain or Personal Web Page space provided by Client's ISP. Also, Client will secure Web Hosting Services if using a vanity Domain. Further, Client supplies a *Web Authoring ID and Password* for FHW to use for the purpose of Developing and Publishing Client's Website. Failure to do so may delay progress of the Development Process. Free assistance is available to Client by FHW in securing Domain and Hosting resources.
 9. **Site Construction Tools** - FHW uses a current version of Microsoft Expression Web along with numerous graphics packages.
 10. **Design** - From the *Requirements*, we proceed into *Design*. More detail is addressed, including, but not limited to, font selection, themes, formatting and general content. A *prototype* may be offered for larger jobs as part of this phase. Any new *Requirements* added during the *Design* phase will be integrated into *Design Documentation* and be offered for acceptance. Design documentation requires acceptance from Client in order to proceed to *Coding/Testing*. Email acceptance of *Design* is permitted to speed up the process. Design changes are allowed during the *1st Phases of Coding / Testing* (see next heading).
 11. **Development & Testing** - Two (2) Phases of *Coding and Testing* are included. At the beginning, the remaining 50% of payment is due. Client can review each Phase submitted. Each Phase's results are published on the Client's Web Domain for review. Any subsequent changes in the Design and any modifications or errors found in Phase #1 must be submitted clearly and explicitly in writing (*email is accepted*). They will be integrated and reflected in Phase #2 output.
 12. **Written Content** - Further written content for the web page is the responsibility of the Client. Unless, Client contracts for *Content Writing*, Client's words will be pasted verbatim into the web pages. FHW is not responsible for fixing grammatical, syntax, spelling, or style errors in Client's words unless they are the result of FHW's *Content Writing* or due to errors translating Client's words into the finished product. All errors must be caught and fixed within the 90 day *Bug Fixing* maintenance period (see below).
 13. **Bug Fixing** - It is FHW's responsibility to provide good faith Testing efforts to reduce the possibility of errors in the finished product. Also, it is FHW's responsibility to fix errors left after Phase #2 of *Coding and Testing*. For a period of 90 days from receipt of the final payment, FHW must fix all bugs reported or introduced, either by FHW or Client's Web Host.
 14. **Maintenance** - The only free maintenance has been specified in the *Bug Fixing* heading. All other modifications such as functional enhancements or content updates are not covered and will incur additional charges. This maintenance is billed on either: a) an *hourly basis* for small tasks b) a *one-time set price* for a group of enhancements, or c) a *monthly fee* if Client contracts for a regular volumes updates. These updates cover a "*reasonable and customary*" number of monthly hours agreed upon by FHW and Client.
 15. **Maintenance Process** - Due to its smaller scope, Maintenance is essentially a *Condensed Development Process*, with one (1) phase of *Coding and Testing*. *Estimates* remain as before unless Client contracted to a monthly fee due at the end of each month. Otherwise, final payment for work is due immediately after publishing of changes to Client's Domain.
 16. **Contract Flexibility - Timing**: Other than payment obligations, no strict time limits exist. FHW will complete all work as quickly as possible when all of Client's obligations are complete at each checkpoint of the process (e.g. *Acceptance of Requirements, Written Content submitted by Client etc*). Events such as business travel, vacations, or unforeseen non-business obligations on the part of Client and/or FHW may impede the progress of Development, but no penalty exists for either party due to such circumstances.
 17. **Disputes** - FHW seeks above all to talk and resolve any issues in the event of contract dispute. Client will never be required to enter a rigged and costly arbitration process in order to resolve disputes.

18. **Additional Terms Applied** - All terms specified herein will supersede any contradictory terms above (please reference clause number if modifying any previous clause). Any new clauses will supplement areas not previously addressed by standard document. Please attach a separate page for Additional Terms.

Final Acceptance

I, the undersigned, agree to all terms and condition specified in the above document.

(Company Name - if applicable)

(Date)

(Printed Name of Authorized Company Agent or Individual)

(Signature of Authorized Company Agent or Individual)

(Printed Name of Fountainhead Agent)

(Date)

(Signature of Fountainhead Agent)

Checks, Contracts and all Correspondence may be sent to:

Stephen Gooby
2337 Jenna's Way
Conyers, GA 30013