

TERMS for Website Design and Development

November 1, 2020

1. **Reservation of Rights:** All rights not expressly granted are retained by the Designer. Any use additional to that expressly granted requires arrangement for payment of a separate fee.
2. **Revisions:** Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after three (3) preliminary design revisions, and for additions to project scope.
3. **Payment Schedule:** A twenty percent (20%) non-refundable deposit is required when your design concept is accepted, plus the first year of the annual payments. Hosting fee will be charged annually on the anniversary of the domain name registration. New websites will be billed in full 2 months after the project start date *or* when the project is complete, whichever comes first. If the new website is incomplete because you have not provided the content necessary to complete your project, you will still be invoiced in full. If a delay is caused on the part of RWS, the final invoice will be delayed or adjusted accordingly.
4. **Payment Terms:** Payment due Net Fifteen (15) days from issuance of invoice. A one and one half (1.5%) monthly service charge will be billed against late payments.
5. **Cancellation Fees:** In the event of Cancellation, Designer will be compensated for services performed through the date of cancellation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
6. **Credits and Promotion:** Credit for the Designer suitable to the design of the pages will be used. Client agrees to pay an annual fee of \$350 for credit removal. Designer reserves the right to include screen shots of the completed work in his portfolio.
7. **Copyright Usage:** The rights granted to Client are for the usage of the Final Design in its original form only. Client may not modify the Final Design. Client shall have: Exclusive rights, unlimited while maintenance and hosting fees are current with this Designer, worldwide, electronic use, this website only. All other rights to be negotiated separately.
8. **Preliminary Works:** Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
9. **Permissions and Releases:** The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
10. **Domain and Hosting Final Deliverables:** Designer arranges for the registration of the domain name and Designer will host the Final Deliverables on Designer's web space for the life of the Project and the Client's use. Decision on Registrar and Hosting provider is at the discretion of the Designer.
11. **Alterations:** Alteration of any Deliverable is prohibited without the express permission of Designer. Designer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.
12. **Maintenance:** Unless otherwise stated in a bid or quote, prices do not include any ongoing or intermittent maintenance of your site content. Plans are available and a no plan, hourly rate. Maintenance fee will be invoiced in advance when works starts.
13. **Miscellaneous:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any claims within the jurisdiction of the Justice of Peace court shall be brought in a Justice of Peace, Aransas County, Texas and shall be nonappealable.