

DDS.com Website Design Contract

Contact Name: _____

Phone: _____

Company/Client: _____

Address: _____

City: _____ State: _____ ZIP: _____ Country: _____

E-mail address: _____

Present website domain name (if any): _____

Our desire is to create the website for your dental practice that will reflect the personality of the practice. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging DBG Holdings LLC (hereinafter DDS.com) as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on DDS.COM's web servers. The client also authorizes DDS.COM to publicize their completed website on DDS.COM's websites, to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages Only). DDS.COM includes the following elements in their Standard Website Packages:

- **Custom Graphics Package.** Header graphic that appears on all pages (custom graphic incorporating company logo). Header graphic for all other pages in your website is the same as the Home page header unless client orders additional designs at a cost to be determined based on \$100 per hour design fee. Design includes seven revisions, which includes header, Home page, background, navigation, and footer. [This page contains specific details](#), which is helpful for the client to understand as soon as possible.
- **Photos and other misc. graphic images .** We will provide images for the client's selection for the website design, as well as custom dental graphics and our own before and after images. Digital Before and After cases submitted by the client must be sized to 288 pixels wide and optimized for the web. Sizing and optimization by DDS.COM is \$5 per image.
- **Installation** of webpages on DDS.COM's web servers.
- **Minor updates and changes** to existing webpages, subject to the limits outlined below. Additional changes billed at hourly rate. Client can make edits to their website at will at no charge. DDS.COM will make minor edits at no charge with a 5 business day turnaround time.
- **E-mail response link** to any e-mail address the client designates.

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- **Access to live website statistics**
- **Access to the Web Wizard**

3. Standard Website Packages only. The content of the personal webpages will be supplied by the client. Graphic design work after the initial website design is approved will be billed at a fee of \$ 100 per hour, with a one hour minimum. Clients have access to full 210 page library of content at no charge. The content on any page other than the Home page can be easily changed and there is no charge for simple edits. If the client requests DDS.COM to make the changes, all content such as images and text must be “web ready.”

4. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text unless all content is provided by the client. If the client or an agent other than DDS.COM attempts to update the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$100. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. Programming charges (if any) are not included in this rate.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting and Email Hosting. The client understands that the web hosting services require a separate fee of either \$600 per year or \$55 per month, which commences once the website is live. Two email addresses are provided as part of the hosting fee. Additional email addresses are 1 for \$6, 5 for \$15, and 10 for \$22 per month. We reserve the right to change our fees.

7. Completion Date. DDS.COM and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than _____. DDS.com agrees to be ready by date stated provided Client has provided all the content to DDS.com outlined in the “Content needed from Clients” document, and Client has been responsive to DDS.com designers within 5 days of a design revision for clients who ordered a custom designed website.. **Payment of Fees.** Fees to DDS.com are due and payable on the following schedule: 100% upon the signing of the contract unless other arrangements have been made. All payments will be made in US funds.

9. Assignment of Project. DDS.COM reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Legal Stuff. DDS.COM and Futuredontics, Inc. do not warrant that the functions contained in these webpages or the Internet website will be uninterrupted or error-free. In no event will DDS.COM and/or Futuredontics, Inc. be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or

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special damages arising out of the operation of or inability to operate these webpages or website, even if DDS.COM and/or Futuredontics, Inc. 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. Any content provided by DDS.COM is the property of DDS.COM and may not be used by the client without the express written permission of DDS.COM. The client retains the rights to any content provided by the client to DDS.COM, as well as the final approved graphic design for the client's website. The client acknowledges that they have read the [DDS.com Terms of Use](#) and agree to be bound by its terms.

11. Copyrights and Trademarks. The client represents to DDS.COM and Futuredontics, Inc. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to DDS.COM for inclusion in webpages 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 DDS.COM, Futuredontics, Inc. and their respective employees, subcontractors, agents and/or representatives from any claim or suit arising from the use of such elements furnished by the client.

12. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend DDS.COM, Futuredontics, Inc. and their respective employees, subcontractors, agents and/or representatives from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by DDS.COM is owned by DDS.COM except for the custom graphic design created for the client. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. DDS.COM and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of fees. In order for DDS.COM to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. DDS.COM reserves the right to remove webpages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by DDS.COM. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Los Angeles, California, and any dispute will be litigated or arbitrated in Los Angeles County, California.

15. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between DDS.COM and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

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16. Initial Payment and Refund Policy.

The total amount of this contract is \$ _____, which is for a:

Quick Impact Easy Edit Unique Design Motion Power Performance Max website. The navigation layout desired is Vertical Left Horizontal Vertical Right [This page contains specific details](#) about navigation layout. Please note that Quick Impact and Easy Edit are pre-designed websites. We customize the colors but any edits to the design incur an additional cost depending upon the changes requested. Clients with logos must submit logos as .eps or .ai files in order for our graphics team to incorporate the logo in the website. Logos not in this format can be converted to the proper type of file for a fee of \$400.00. Domain names can be registered for clients at a fee of \$200 for a 10 year registration. This agreement begins with a payment of \$ _____. If the client halts work and applies by registered letter for a refund within 30 days to DDS.COM, 2047 Desford Drive Beverly Hills, CA 90210, work completed shall be billed at one half the contract fee with the balance to be returned to the client. Additional terms:

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

Printed name: _____

On behalf of DDS.COM (authorized signature)

_____ Date _____

Printed name: _____

Name on credit card: _____

Credit card billing address: _____

Credit card City, State, Zip: _____

Credit card number: _____ Exp Date: _____

3 or 4 digit security code: _____ Monthly or Annual hosting: _____

Desired user name (Limit is 10 characters): _____

Desired Password: _____

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