

# DDS.com Custom Designed Website Contract

Please note, this form is fillable with a keyboard and mouse, which you can then print, sign, and fax to 310.848.6778

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Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Client: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Present website domain name (if any): \_\_\_\_\_

These are the terms of our agreement together:

**1. Authorization.** The above-named client (hereinafter Client) is engaging Digital Dental Strategies, Inc. (hereinafter DDS.com) as an independent contractor for the specific project of developing a World Wide Website to be installed on Client's web space on DDS.com's web servers. 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. Custom designed Website Package Elements.** DDS.com includes the following elements in their custom Website Packages:

- **Custom Graphics Package.** The custom website packages are designed to provide you with a website that is reflective of your office and your personality. The design, which includes the header, navigation, footer, and background, is the same for all pages on your website. DDS.com provides seven design revisions at no charge. [This page contains specific details](#), which is very important for Client to understand what these design terms refer to in full detail.
- **Photos and other misc. graphic images .** DDS.com will provide images for Client selection for the website design, custom dental graphics, and DDS.com's before and after images for the Smile Gallery at no extra charge. We request that clients optimize images before emailing them to DDS.com. [This page contains simple instructions](#) on how to size and optimize images for the web.
- **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 the hourly rate of \$100 per hour. Client can make edits to their website at will at no charge. DDS.com will make minor edits for Client at no charge with a 5 business day turnaround time as long as content submitted is "web-ready," which is [defined on this page](#).

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- **E-mail response link** to any e-mail address Client designates.
- **Access to live website statistics**
- **Access to the Web Wizard**

**3. Personal Content.** The content of the personal webpages will be supplied by Client as detailed in "[Content needed from clients](#)" pdf. Client has access to DDS.com's 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 Client requests DDS.com to make the changes, all content such as images and text must be "web ready" as defined above.

**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 Client. If Client or an agent other than DDS.COM attempts to update Client's pages and needs DDS.com's assistance, the time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time.

Changes requested by 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 and billed at the hourly rate.

**6. Web Hosting and Email Hosting.** 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 Client as part of the hosting fee except for Performance Max Client, who receives five email addresses. 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 Client must work together to complete the website in a timely manner. DDS.com agrees 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. Seven design revisions of the website are included at no charge.

**8. 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 does 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 be liable to Client or any third party for any damages,

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including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if DDS.com 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 Client without the express written permission of DDS.com. Client retains the rights to any content provided by Client to DDS.com, as well as the final approved graphic design for Client's website. By signing this Contract, Client acknowledges that they have read the [DDS.com Terms of Use](#), Client agrees to be bound by its terms, and Client has visited all links within this Contact.

**11. Copyrights and Trademarks.** Client represents to DDS.com that Client 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 Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend DDS.com and its respective employees, subcontractors, agents and/or representatives from any claim or suit arising from the use of such elements furnished by Client.

**12. Laws Affecting Electronic Commerce.** From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend DDS.com and its respective employees, subcontractors, agents and/or representatives from any claim, suit, penalty, tax, or tariff arising from 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 any custom graphic design created for Client. Upon final payment of this contract, 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 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, 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, 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 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 (check one):

Unique Design                  Motion Power                  Performance Max website.

The navigation alignment desired is (check one):   `Vertical Left       `Horizontal       `Dual Navigation

[This page contains specific details](#) about navigation layout options. 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 Client halts work and applies by registered letter for a refund within 30 days to DDS.com, , 2245 First Street, Suite 210B, Simi Valley, CA 93065, work completed shall be billed at one half the contract fees with the balance to be returned to Client.

Additional terms:

\_\_\_\_\_  
\_\_\_\_\_

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

On behalf of Client (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 (at least 8 characters): \_\_\_\_\_

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