



Web Site Service Agreement

Company/Client

Project Name or Service Description

This Website Services Agreement ("Agreement") is entered into between _____ ("You", "Your", or "Client") and **Joppa Design, LLC** ("Developer") for the purpose of website development ("Services"). By registering, purchasing or using Developer's Services, Client agrees to be bound by this Agreement and represents and warrants that You have the authority to accept the terms of this Agreement. If You do not accept the terms of this Agreement, do not register, purchase, or use Developer's Services, the relationship between Client and Developer will not at any point of time qualify as Work to/for Hire.

[SECTION 1: CONTENT](#)

- **The Design Phase will not begin until Client has delivered all content, 'ready to go'.**

- Content 'Ready to Go' as described and includes:
- Copy – Finalized, proofed text provided to Developer in a way it can be copied and pasted. Sending it in any sort of text document like Word or directly in an email works best. We can't accept print outs of copy or hand written copy.
- Images – Logo, photos, or other graphics you want used on the site.
- Attachments – Any files or links you want attached to your website for viewing online or downloading such as: PDF's, Word Docs, videos, music, urls of other web sites, etc.

SECTION 2: DEVELOPMENT

- **Development of the site is dependent upon Client's timely feedback and remaining within approved Site Objectives.**
 - You acknowledge and agree that Developer will not move on to the next stage of a project until You have given feedback and approval of the last completed stage.
 - You acknowledge that if you do not meet the agreed upon dates to give feedback your project may be bumped behind other scheduled projects.
 - Site will be built in accordance with the Site Outline & Features, Client has approved.

SECTION 3: COPYRIGHTS AND TRADEMARKS

- **Developer is not responsible or liable for the legitimacy of content provided by Client.**
 - Client represents to Developer and unconditionally guarantees that any elements of; descriptive text (which describes your company's services, products, business procedures and practices, claims, etc.), graphics, photos, logos, designs, code, trademarks, or other artwork furnished to Developer for inclusion in web pages; are owned by Client or that Client has permission and a license from the rightful owner to use each of these elements and will hold harmless, protect, and defend Developer and its subcontractors, assigns, successors, attorneys, and representatives from any claim, legal action, or lawsuit arising from the use of such elements furnished by the Client.

SECTION 4: BROWSER COMPATIBILITY

- **Developer will make sure your site looks and functions correctly on only the widest used web browser and platforms at the time development begins.**
 - As of _____ the widest used browsers are:
 - _____ with _____ % usage
 - _____ with _____ % usage
 - _____ with _____ % usage
 - You agree that it's acceptable for the site to not look "exactly as designed" on other less commonly used browsers, understanding it's not feasible to have a site displayed perfectly and the same on every web browser.

These percentages come from:
[http://marketshare.hitslink.com/
browser-market-share.aspx?qprid=0](http://marketshare.hitslink.com/browser-market-share.aspx?qprid=0)

SECTION 5: CHANGE ORDER

- **Any changes to the Site Outline, Service Agreement, or approved final design, must be made in writing.**
 - If, at some point during the term of this Agreement, You want to change something about the site that you have already signed off on (navigation, features, pictures, content), You must fill out an official Change Order Form located on our website at www.joppadesign.com/customer/forms, or at minimum, email those requested changes to your Joppa representative.
 - Client shall describe the additional services or deliverables using a Change Order (our preferred method), or a detailed description in an email.
 - Within 7 days of such Change Notice, Provider shall submit a change order proposal (the "Change Order"), which includes a statement of any additional charges.

- You will be charged according to how much time it will take us to go back and make the adjustment. Provider shall quote all charges for the Change Orders at its then-current standard charges.
- On Customer's written approval (or dated email acceptance) of the Change Order, the Change Order will become a part of this Agreement.

SECTION 6: INTELLECTUAL PROPERTY OF DEVELOPER / OWNERSHIP

▪ **Developer owns all of the work they produce unless otherwise stated, as current intellectual property law states in regard to web & graphic design services.**

- Client agrees that Developer owns and holds all intellectual and other property rights and copyrights to the assembled work of the source code, programs, scripts, photos, layout, documents, graphics, and text produced by Developer ("Developer's Intellectual Property").
- Client agrees that title, ownership, or interest in Developer's Intellectual Property is not being transferred to Client and remains the property of Developer. However, if a client desires ownership & use of developed work (specifically a "working web site") apart from Joppa, the client can request that agreement in writing – an additional fee for the ownership & use transfer may apply. Use of original PSD and/or Flash, Illustrator, code, etc. can be purchased separately also, as agreed by all parties.
- Client agrees to make no claim of interest in Developer's Intellectual Property.
- Client, if account is in good standing, is authorized to use the website, Developer's Intellectual Property, and Services only as provided in this Agreement.

SECTION 7: DESIGN CREDIT

▪ **Developer can use Clients website in their portfolio as well as place a hyperlink to Developer's site at the bottom of Client's site.**

- Client agrees that Developer may place a byline, link, and graphic on the bottom of Client's web pages establishing and recognizing Developer's services.
- Client further agrees that Client's website may be included in Developer's portfolio as an example of Developer's work and services.
- Developer reserves the right to use Client's communications as "testimonials" in print and online mediums as authorized and agreed to separately and expressly by Client. Developer agrees that in the event Developer uses Client's communications as a testimonial, Client's full last name will not be disclosed in such testimonials, unless requested by Joppa & permission has been granted.

SECTION 8: PAYMENTS & FEES

- **Initial Payment:** ½ of the high end of the estimate will be paid by Client to begin the Planning Phase of the project and fund the Design Phase. Another payment amount or percentage can be negotiated between Client & Developer upon request.
- **Final Payment:** The estimates we provide are just that – Estimates. We track every bit of time we spend on your project and bill for that. We attempt to keep your cost within the estimated range, but due to unforeseen events or changes in the project, your final invoice maybe less or more than the original estimate. The balance is to be paid by Client within 30 days from the end of the Scheduled Creative Week, whether the project is complete or not, if delay of production is due in part to Client's lack of provision, relating to site content, elements, approval and such. When Client has provided all approved "site elements", Joppa will then adjust schedules, and continue with production and completion in accordance with the project agreement.

- **Changes Incur Charges:** Once the site outline is established and approved by Client, any changes to it will incur additional fees to be established based on the amount of time it will take Developer to compensate for the changes.
- **Payment in US Dollars:** Client will pay Developer all fees, payable in U.S. Dollars, according to the prices and terms applicable to Your Services, including optional services as indicated on the invoice.
- **Returned Check or Credit Card Charge Back:** Client shall owe a \$30 fee for each returned check or credit card charge back received. Upon notice to Client, Developer reserves the right to change the amount or basis for determining any fees or charges to Client at any time.
- **Late Fee:** of 15% per 30 days will be charged on outstanding invoices.
- **Late Payments:** If payments are more than sixty (60) days past due for any reason, Services may be terminated and deleted from Developer's servers by Developer with or without notice, and all the information contained within deleted permanently. Developer accepts no liability for Services, information, or content that is suspended or deleted due to the non-payment of fees.
- **Suspension of Services for Non-Payment:** If You are past due on any payments, Developer reserves the right to suspend Services provided to Client until payment has been received in full which includes any processing or late fees.
- **Developers Entitlement to Payment for Work Rendered:** In the event of default due to Client's non-payment of fees, Developer in his discretion shall also have other remedies available at law or equity. If Developer incurs any costs or expenses in connection with an event of default for non-payment, including enforcing any term or condition of this Agreement, Developer shall be entitled to collect all reasonable costs of collection and/or enforcement, including but not limited to, attorneys' fees and expenses.
- **Rush Service:** Rush service on projects is available when Developer's workload will allow. Our fee for rush service is 50% of your project cost, or an agreed "increased" amount and/or additional fee that are fair to all parties. Developer has the final decision to accept and perform "Rush Services".

SECTION 9: CANCELLATION OF SERVICES

- **Client must still pay for Services rendered even if Project has been canceled, at a minimum paying for actual services & time performed to date.**
 - Developer may, in its discretion, cancel Services being provided to Client with sixty (60) days notice, excluding cases of a violation of this Agreement, which may result in immediate termination or cases of non-payment as indicated in Section 8: Payments & Fees.
 - Client may cancel website services at any time. Upon cancellation of website services either by Developer or by Client, Client will not be entitled to a refund of fees paid.
 - Any outstanding fees for services provided by Developer to Client remain due and payable.
 - Upon the effective date of Client's cancellation request, Client's website, data, content, and documents will be deleted and unrecoverable.
 - This Service Agreement shall remain in effect following cancellation of Services by either Developer or by Client.

SECTION 10: NONDISCLOSURE

- **Client and Developer agree to keep sensitive and proprietary information confidential.**
 - Developer, its owners, employees, successors, assigns, agents, and subcontractors agree that, except as directed by Client or government agency, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person. Likewise, Client agrees that it will not convey any Confidential Information obtained about or from Developer to another party. For purposes of this Agreement, the term "Confidential Information" includes: all information, data, reports, text, plans, prices, source code, software, applications, images, and other materials, in whatever form maintained and/or communicated, that has been or may hereafter be provided or shown between Client and Developer.

SECTION 11: INDEMNIFICATION

- **Client won't sue Developer. Joppa is not responsible for Your web site's claims & content legitimacy – as stated in Section 3 (Copyrights & Trademarks)**
 - Regardless of whether or not separate, several, joint, or concurrent liability may be asserted against or imposed upon Developer and Client, Client agrees that it shall defend, indemnify, and hold Developer harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees associated with the development, access, and hosting of Client's website arising from Client's actions or omissions. This includes liabilities asserted against Developer and its subcontractors, agents, attorneys, assigns, successors, Clients, servants, members, owners, and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, including its sponsors, agents, successors, Clients, attorneys, board members, employees, or assigns.
 - Client also agrees to defend, indemnify, and hold harmless Developer against liabilities arising out of any injury to person or property caused by any products or services sold, endorsed, sponsored, or otherwise distributed over Client's website. This includes, but is not limited to, infringing on the proprietary rights of a third party, copyright infringement, trademark, right of publicity, intellectual property, product liability, and delivering any defective product or misinformation, which is detrimental to another person, organization, entity, or business.

SECTION 12: NOTICES

- **If there is a request in change of services or contract, we need it in writing (and/or an email that has been received and read by a Joppa team member).**
 - Any notices to be given hereunder shall be deemed sufficiently given when (a) actually served on the person to be notified, (b) placed in an envelope directed to the person to be notified at the appropriate address and deposited in the United States mail by first class mail, postage prepaid, or (c) by electronic mail with read receipt.

SECTION 13: GOVERNING LAW

- **Pretty self-explanatory.**
 - This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of Texas located in the United States of America.

SECTION 14: MODIFICATION; WAIVER

- **Again (as stated in Section 10), if there is a request in change of services or contract, we need it in writing and/or an email – a phone call or voice mail will not be sufficient.**
 - No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

SECTION 15: INTEGRATION

- **At minimum, both the Client and Developer will have a signed copy of this service agreement in their possession. Any oral claims or previous agreements are subject to details within this agreement and this pertains only to the immediate agreed project.**
 - This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of such taken together shall constitute only one agreement, superseding all prior understandings, oral or written; and it is expressly understood and agreed that this Agreement does not obligate either party to enter into any other or further agreements.

SECTION 16: CREDIT CARD PROCESSING / CCP

- **Developer may provide limited services in the integration of these “CCP” services into Client’s web site, “but” the merchant services, relationship, charges and procedures are solely between client and their Merchant Provider. Joppa is not liable for card transactions.**
- Client may choose to accept credit card payments for dues, advertising, and fines. In order to accept credit cards, Client will be responsible for choosing and establishing an account with an online Merchant Provider. Credit card information will not be entered or stored on Client’s website. Developer’s involvement will be limited to placing a link on Client’s website to the Merchant Provider’s website. Therefore, Developer disclaims any and all liability involved with credit card use on the Client’s website.

SECTION 17: WARRANTY OF AUTHORIZATION

- **The representatives of both signing parties (Client and Provider) have the right as employees or representatives to “sign on the dotted line”, on behalf of their companies. The individual signatures bring the Client & Provider into a legal service agreement.**
 - Client/You represent and warrant that execution of this Agreement has been duly authorized by appropriate action taken in accordance with the parties' respective articles of incorporation, by-laws, and all other governing law. The parties further represent and warrant that the representatives executing this Agreement on their behalf have all necessary power and authority to execute this Agreement on their behalf.

SECTION 18: ARBITRATION

- **A non-biased third party can be called on to help review any project disputes that either the Client or Provider feel is necessary, when that dispute of services is greater than \$800.**
 - Any disputes in excess of \$800 arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed upon Arbitrator suitor in the State of Texas in the United States of America pursuant to the rules of the American Arbitration Association. The Arbitrator's decision shall be final and binding, and any judgment made by an Arbitrator may be entered in any court having jurisdiction thereof.

SECTION 19: SEVERABILITY

- **The terms (also represented as “Sections”) can be separated, amended or removed from the rest of the service agreement, either by an agreement between parties or a court of law. However, the other terms are valid and unchanged.**
 - Registrant agrees that the terms of this Agreement are severable. If any “disputed” term or provision is declared invalid by a court of law, the remaining terms, sections, and provisions shall continue to be binding and in effect.

SECTION 20: SOLE AGREEMENT

- **To the best of the Developer’s abilities, this agreement addresses the working relation between Your company and Joppa, and related expectations. It only covers a single project or phase of services, not an extended or undetermined time of services and work.**
 - The terms and provisions contained in this Agreement constitute the sole and entire agreement between Developer and the Client. There are no other covenants, agreements, promises, terms, or provisions, written or oral, except as set forth herein. This Agreement shall be binding upon the parties hereto, their respective heirs, administrators, personal representatives, executors, successors, assigns, members, and employees. Any additional work not specified in this contract must be authorized by a written change order. Developer may modify this Agreement and the available website services from time to time. You agree to be bound by any changes Developer may reasonably make to this Agreement when such changes are made.

I have read, understand and agree to Sections 1 through Section 20, as stated above.

Company/Client Name – Printed

Company/Client Representative Name - Printed

Company Representative – Signature

Date

We are excited to partner with your company. We feel a person (or company’s) word is their agreement. We started with a simple word and a “hand shake” mentality and work ethic, but in times of business and dispute, with a legal adviser’s advice, we feel it is better to be safe than sorry, and to present clear expectations and liabilities when providing professional services. Our company’s goal is to always provide the best product that we can, taking great pride in those services and creating long lasting and valued relationships with our clients - no matter what it says on paper.

We thank you for choosing Joppa Design!