Web Site Design - Statement of Work (SOW)

EKIMANIT.COM

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Client

Company:_____

Point of Contact Name (authorized to make decisions):_____

Address:_____

City:_____ State:_____ ZIP:_____

Phone:_____ FAX:_____

E-Mail:_____

Terms of Agreement:

1. **Authorization:** The above-named Client is engaging EKIMANIT.COM, here as known as "Developer" as an independent contractor for the specific purpose of developing and/or improving a web site.

2. **One-Time Design Fee**: The one-time fee for a new standard website design is $1100.00 - $1500.00+ USD (1 to 5 pages) web pages.

3. **Standard Web Site:** Web page content will be supplied and executed as specified by the Client.

4. **Domain Registration**: At the Client's request, the Developer will help to secure a domain name for the Client. If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. All charges incurred in doing so will be the responsibility of the Client.

5. **Web Hosting:** Web hosting is included in the Maintenance Fee. Maintenance fees are not incurred until website completion. The Client agrees to setup ACH (automatic bank draft). The ACH fee is $89.95 to $129.95 USD per month based on the design and complexity of the website. The Client has the choice of the 1st or the 15th of the month billing date. Please make your selection:

Payment Method – ACH,   Monthly Billing Date: _____ 1st or   _____ 15th

6. **Additional Expenses:** Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

* Purchase of specific fonts at the Client's request,

* Purchase of specific photography at the Client's request.

* Purchase of specific software/plugins at the Client's request.

7. **Work Schedule and Completion Date:**

* Site Development Package: Client will mail or fax the signed SOW agreement. All other data needed to start the website, including design ideas, text, company logo, photo(s), etc. can be emailed to Info@ekimanit.com. The one-time design fee can be mailed via check or deducted via ACH at the Clients request. Once funds are received, website development will begin.

* Web Site Design: Developer will then create the new website and provide the Client a "wire-frame" design draft no later than twenty (20) days after receipt of site development package.

* Design Review: Client will be asked to review the initial design and discuss any modifications with Developer.

* Design Acceptance: When satisfied with website design, Client will confirm acceptance via email or phone to the Developer.

* Project Completion: Upon receipt of Client's design acceptance, the remaining work will continue to complete the website.

* Billing: Upon completion of the website, Developer will send an email to the Client advising the work has been completed.   The maintenance fee will be prorated depending on the start of the ACH.

8. **Client Amends / Changes:** Developer prides himself in providing excellent customer service. That is the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page(s). If significant page modification is requested after a page has been built to the Client's specification, we must count it as an additional page; a charge of $75.00 USD will be assessed to the Client.

Some examples of significant page modification at the request of the Client include:

* Developing a new table or layer structure to accommodate a substantial redesign.

* Recreating or significantly modifying the company logo graphic.

* Replacing more than 75% of the text to any given page.

* Creating a new navigation structure or changing the link graphics.

* Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

All changes must be emailed to Info@ekimanit.com and should include the following:

* Name of your website.

* Button link/web page of page to be changed/updated. e.g., home, contact, etc.

* Text: Incorrect text is: _____ change/update to:_____.

* Photo/Graphic: Client must provide new or updated photo.

9. **Age:** Client certifies that he or she is at least 18 years of age and legally capable of entering a statement of work in the State of Texas on behalf of the Client.

10. **Warranties and Liability:** Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornographic web site for the Client. The Developer reserves the right to determine what is and is not pornography.

Developer does not warrant the functions of the site will meet Client's expectations of site traffic or resulting business or that the operation of the web pages will be uninterrupted and / or error-free. Developer is not to be held responsible for occasional downtime of email or web site due to line interruptions and/or other instances beyond Developers control.

11. **Visual Design & Text Content:** Any assets you provided to the design team, editorial content, photography, artwork, etc., belong to you. The web design is not your, whoever actually designs the content for your site is the one who has the copyright on it. It's the law.

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 Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

13. **Litigation:** Any disputes arising from this statement of work will be litigated or arbitrated in Denton County, Texas. This agreement shall be governed and construed in accordance with the laws of the State of Texas, USA.

Undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of both parties. Any changes or modification thereto must be in writing and signed by both parties.

14. **Sole Agreement:** The agreement contained in this "Web Site Statement of Work" constitutes the sole agreement between Developer and the Client regarding this web site.

15. **Termination of Agreement:** Either the Developer or Client can cancel this statement of work by giving a written notice within 30-days after SOW agreement date to the other party of such termination. In the event the Client or Developer terminates this statement of work by written notice within 30-days after SOW agreement date, the Client will be billed $100.00 and the remainder of the "One-Time Design Fee" shall be refunded.

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

On behalf of the Client:

_____Date _____

On behalf of the Developer:

_____Date _____