**Website Content Form**

Please send only **FINALIZED** content in full or **additional fees may apply**. Please email company logo as an ai, psd, eps, pdf, jpg, or gif.

**Please DO NOT include instructions** mixed in with text on this form or the instructions will get copied and pasted into your website. *(Please* ***note*** *button names may consist of 1-3 words.)*

*Email completed form to your representative or* ***info@business-etc.com***

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**One** Sentence **Description** of business. Please type a short sentence that best describes your services or products.

**Keywords**, *put comas in-between words.* Type, words, that, best, describe, your, business, for, the, search, engines.

**Your name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **email:** name@youremail.com

**Company name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Website domain name:** www.yourbusiness.com

**Are you including your company Logo?** *(Type an X next to answer)* **Yes** \_\_\_\_\_\_ **No** \_\_\_\_\_\_ *if yes please email as ai, psd, eps, pdf, jpg, or gif.*

**Are you sending an example of specific colors for the website? Yes** \_\_\_\_\_\_ **No** \_\_\_\_\_\_ *if yes please email as ai, psd, eps, pdf, jpg, or gif.*

Please fill out the pages below with your **finalized** content for each page of your new website.

***Please only send this form back to us when all pages are completed with final content. DO NOT send the form back until ALL content has been included. Photos should be sent as .jpgs by email as attachments.***

***We look forward to helping your business succeed!***

**Page 1: Button/Header** **Name** Click here and type Button/Page Name for this page...

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**Page 1: Content (Type below)**

Click here and type or paste all content to appear on this page. Make sure you proof and send only finalized text or additional fees may apply.

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***Page 1: Include any special instructions below.***

**Page 2: Button/Header Name** Click here and type Button/Page Name for this page...

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**Page 2: Content (insert below)**

Click here and type or paste all content to appear on this page. Make sure you proof and send only finalized text or additional fees may apply.

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***Page 2: Include any special instructions below.***

**Page 3: Button/Header Name** Click here and type Button/Page Name for this page...

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**Page 3: Content (insert below)**

Click here and type or paste all content to appear on this page. Make sure you proof and send only finalized text or additional fees may apply.

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***Page 3: Include any special instructions below.***

**Page 4: Button/Header Name** Click here and type Button/Page Name for this page...

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**Page 4: Content (insert below)**

Click here and type or paste all content to appear on this page. Make sure you proof and send only finalized text or additional fees may apply.

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***Page 4: Include any special instructions below.***

**Page 5: Button/Header Name** Click here and type Button/Page Name for this page...

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**Page 5: Content (insert below)**

Click here and type or paste all content to appear on this page. Make sure you proof and send only finalized text or additional fees may apply.

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***Page 5: Include any special instructions below.***

**Website Design Contract**

Client Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company/Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State \_\_\_\_\_\_\_\_ ZIP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Present WWW URL (if any):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Business Etc. desire is to impress clients. 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 Business Etc., located at 120 Tustin Ave., CA 92663, as the contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer or Business Etc.’s hosting service. The client hereby authorizes Business Etc. to access their hosting account, and any other directories or programs which need to be accessed for this project. The client also authorizes Business Etc. to publicize their completed website to web search engines, as well as other web directories and indexes.

**2.Standard Website Package Elements.** Business Etc. includes the following elements in their Standard Website Packages:

**E-mail/phone consultation**

**Amount of text** supplied by the client may not exceed 500 words per page supplied via email in the format of MS Word Content Form supplied by Business Etc.. Web pages of more than 500 words of text may be subject to additional fees, especially if they require extensive formatting.

**Links** on each page may be up to an average of 10 per page.

**Custom Graphics Package includes**. A master header graphic with company logo on the first page as well as a custom graphic secondary header incorporating company logo on all secondary pages in the website shall be supplied.

**Photos and other misc. graphic images** supplied by client, up to an average of 6 images in addition to master header and secondary header included per page in standard websites.

**Installation** of web pages on the client's web hosting service or on the Business Etc. server with the Business Etc. hosting offer shall uploaded after completion and final payment.

**Minor updates and changes** to existing web pages for six months, subject to the limits outlined

below. Additional changes billed at hourly rate. For online stores, this includes only "regular"pages, not product pages or the ordering system pages.

**Site publicity** to web search engines, such as Google, Yahoo, Bing,etc. will be submitted

**E-mail link** on each webpage to any e-mail address the client designates.

**Imbedded direction map** in association with Google maps.

**3. Standard Website Packages only.** The content of the web pages will be supplied by the client. This website includes up to **\_\_\_\_** web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Business Etc. an additional $**\_\_\_\_\_\_\_** for each additional webpage. Graphics or photos beyond the allowed average of 6 per webpage shall be billed at an additional **$5.00** each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below. The store size and additional services, and prices of each are detailed on the attached estimate.

**4. Web Hosting.** The client understands that a compatible web hosting services require a separate contract with a web hosting provider or Business Etc.’s hosting offer which is free the first year and $100 a year thereafter. The client agrees to select a web hosting service which allows Business Etc. full access to the website and necessary folders via FTP.

**5. Maintenance and Hourly Rate.** This agreement includes webpage maintenance to basic web pages (not store product pages) over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not including removing most of the information on a page and replacing it with new content unless otherwise approved. If the client or an agent other than Business Etc. attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The six-month maintenance period commences upon the date the client signs this contract. Changes requested by the client beyond those limits will be billed at the hourly rate of **$\_\_\_\_\_\_\_\_\_\_**. 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.

**6. Changes to Submitted Text.** Please send us your **final text/content on the supplied content form**. Time required to make substantial changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

**7. Quotes and project timelines.** Projects are subject to change based on the actual development, planning, and requirements of the service provided. While we will certainly make every effort to do so, we make no guarantees that we will meet every budget or timeline that we propose. If a situation arises where additional time is required or the proposed budget is exceeded by more than 10%, we will present you with a new estimate prior to commencement of additional work.

**8. Completion Date.** Business Etc. 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 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** as long as we have the content form with in one week’s time of the signing of this contract. If the client does not supply Business Etc. complete text and image content for all web pages contracted within two weeks of the date this contract was signed, then the completion date may change. If the client has not submitted complete text and graphics content within 3 months of signing the contract the website project may become known as completed as is.

**9. Fees.** Fees to Business Etc. are due and payable on the following schedule: 50% upon signing this contract, 50% when the web site has been constructed according to the client's original written specifications. If the total amount of this contract is less than $600, the total amount shall be paid upon signing this contract. **Please note**: final bill will be issued upon completion of Business Etc.’s work - **OR** - if we have completed our development and are awaiting final changes from the client for more than 14 days, the final payment will be due and issued. Larger projects (Over $3,000.00) will be divided into an initial payment, progress payments and final payment. If your website is going to be hosted elsewhere from Business Etc., final payment must be made after client has approved the completed site and prior to Business Etc.’s loading of the web site online to your hosting ISP or directed domain to our server. Submitting the website to search engines occur after the final payment is made. All payments will be made in U.S. funds. Payment is accepted in the form of check or credit card. All check payments should be made payable to ***“Business Etc.”*** at the following address: 120 Tustin Ave. Suite C-1144, Newport Beach, CA 92663

**10. Assignment of Project.** Business Etc. reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**11. Legal Stuff.** Business Etc. does not warrant that the functions contained in the website will be

error-free. However any errors (such as a broken link) will be corrected immediately, from time to time browsing companies such as Internet Explore may make changes to their code that may change the appearance or performance slightly and this update cannot be foreseen or is the responsibility of Business Etc.. The entire responsibility as to the content, quality and performance of the website is with client. In no event will Business Etc. be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Business Etc. 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.

**12. Copyrights and Trademarks.** The client represents to Business Etc. and unconditionally guarantees that any elements of content text, graphics, photos, designs, trademarks, or other artwork furnished to Business Etc. for inclusion in web pages 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 Business Etc. and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. The copyright of the design of your site that Business Etc. creates remains our design copyright. You can use this site for the business or purpose we create it for and move it to any other server and modify the code in any way you like. You cannot, however, use our design for other sites by either on-selling the design or copying our code for another site external to the purpose we created the site for (copying the website for another business you own for example) - unless this is previously agreed in writing. Our design notice must appear very small on the bottom of the site and may not be removed. If you wish to purchase full design copyright of the site, you can, but this is not included in our regular site development fees.

**13. 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 Business Etc. and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**14. Copyright to Web pages.** Copyright to the finished assembled work of web pages produced by

Business Etc. is owned by Business Etc.. 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. Business Etc. retains the right to display graphics and other web design elements as examples of their work in their respective portfolios.

**15. Payment of Fees.** 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. Business Etc. reserves the right to remove web pages 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. In the event that the website is not completed by the date above due to pages/content to be added in addition to the contract herein or any other reason other than fault of designer, a “progress payment” shall be made to Business Etc. in the amount of ¼ of the total contract bi-monthly until the website is completed. This agreement becomes effective only when signed by Business Etc.. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Newport Beach, California, and any dispute will be litigated or arbitrated in Newport Beach, California.

**16. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Business Etc. 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.

**17. Initial Payment and Refund Policy.**

The total amount of this contract is **$\_\_\_\_\_\_\_\_\_\_\_\_\_**

This agreement begins with an initial payment of **$\_\_\_\_\_\_\_\_\_\_\_** (*Received\_\_\_\_\_\_\_\_\_\_\_\_*). If the client halts work and applies by registered letter for a refund within 15 days, to Business Etc., 120 Tustin Ave. Suite C-1144, Newport Beach, CA 92663, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 15 days of signing this contract.

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

Business Etc. (authorized signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Client (authorized signature)