

## Web Design Policies

- (1) A deposit must be paid 1<sup>st</sup> before work will start.
- (2) I understand that payment of deposit is equal to a signed agreement of SW Graphics & Design's policies and contract.
- (3) No deposits will be refunded.
- (4) The pricing for development is 50% up front, 25% upon design and layout completion and 25% upon BETA Delivery.
- (4a) A web-site is considered complete when SW Graphics & Design™ has created all pages agreed upon and graphics are to the customers' documented specifications.

We are not responsible for pages you give us no information for. As long as we build your pages and put "coming soon" in text on the page it is considered finished. *(It is expected that clients will have all text, info or files ready for site at the time of making deposit. Clients will only have one week from site completion date to provide needed text, info or files for their site. If we do not receive text, info or files within one week from completion date, client will have to pay our regular hourly rates for site updates or register for a site maintenance plan.)*

- (5) The process for the creation of visuals, such as graphics and page designs, consists of Design Firm providing drafts and asking for feedback from Client; the feedback is then used to produce another draft. This estimate assumes that 3 drafts of this process for each design element (logos, web pages, etc.) will suffice. Additional drafts will be charged at our normal hourly rates
- (6) If client wants a totally new design then what was documented in previous meetings, then additional costs will be charged and project change order will be signed.
- (7) All information for your web-site must be given in an electronic format. Either by e-mail, flash drive, download or CD.
- (8) We do not do any research or copying of web documents for you. Any research or other services will be charged our normal hourly rates
- (9) We do not type, retype or proofread any information given to us. What we are given is what goes on the web page.
- (10) All graphic design or HTML webmaster work for web is charged a fee of \$45/hr (no exceptions).
- (11) All web-sites we design will have a link that goes back to our business site.
- (12) All web-sites we design may or may not be seen in our portfolio *(Online or otherwise)*.

**These policies may be modified and/or updated at any time and without notice, so please view these policies online periodically to see if any changes have been made.**

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- (13) We do not build pornographic web-sites or sites that use obscene language in any shape, way or form.
- (17) Per hour billing is always done in quarter-hour increments.
- (18) We reserve the right to decline business to anyone.
- (19) All sites we design are optimized for 1280x800 screen resolution. Unless specified otherwise by client.
- (20) We only accept payment via cash, wire transfer, ACH payment, credit card, cashiers check or certified bank check, no personal checks will be accepted.
- (21) If check clears at first, but for some reason bounces later there will be a \$150 fee added to account balance for bounced check.
- (22) At the time of paying deposit it is expected that client will give SW Graphics & Design™ all the information needed for their site; including text, pictures and files if needed. **Deposit will not be refunded if client changes their mind or never provides files or info for site. If all information is not given within one week's time of accepting deposit, then we will begin to accept new clients ahead of you. Your site will not be completed until we receive all info for your site and the newest client that we've accepted site is completed.**
- (23) If SW Graphics & Design™ completes work according to clients pre-specified details, client must pay balance in full and site is considered complete. If client wants more revisions after site is complete, they will have to wait for next client after them to have their site completed 1<sup>st</sup>. We often have waiting lists and it isn't fair to the next client to wait when they've already paid their deposit to be next. **It in the clients' best interest to think their site through thoroughly and ask as many questions as needed before beginning a project.**
- (24) SW Graphics & Design operates on a 1<sup>st</sup> come 1<sup>st</sup> serve policy, whomever pays their deposit 1<sup>st</sup> will have their work done 1<sup>st</sup>. If client pays deposit after we've accepted another client ahead of them, their work is automatically next in line, no matter how many clients we meet or receive deposits from after them.
- (25) Regarding stock photos, we agree to provide up to 5 stock photos for free **from paid sites** or spend up to \$75.00 on stock photos, whichever comes first. If client wants specific photos found on paid sites and \$75 limit has been reached or 5 stock photos have been chosen, client will be billed for such photos on final invoice.

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- (26) If clients deposit is equal to or less than \$150 client must pay 70% of estimated total for web design.
- (27) SW Graphics & Design will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
- (28) Upon full payment of all invoices due, copyright to page designs produced by SW Graphics & Design for Client shall belong to Client. Secondary materials created by SW Graphics & Design during production, including drafts, plans, graphic source files, and templates, remain the sole property of SW Graphics & Design unless other arrangements are made.
- (29) Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) SW Graphics & Design from any suit, demand, or claim resulting from the editorial content of the website.
- (30) Client represents to SW Graphics & Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SW Graphics & Design for inclusion in Client's web site 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 SW Graphics & Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- (31) SW Graphics & Design will set up web hosting for Client with our professional web hosting or refer client to hosting known to be extremely reliable; unless client chooses their own. In any case however, SW Graphics & Design shall not be held responsible for any direct, indirect, special or consequential damages resulting from possible lapses in hosting services. Such possible damages include any lost profits or business interruption, "hacking or illegal access", or loss of digital data.
- (32) SW Graphics & Design will not be liable to Client or to any third party for any damages arising from the use of web site.
- (33) 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.

## Web Design Policies

### Sites We Do Not Build

SW Graphics & Design™ is known for building high quality web sites, with superior services at great prices; but there are certain types of sites that we do not build. They are listed below.

- Pornographic sites
- Any sites with curse words, obscene, objectionable or sexually suggestive material
- Sites that contain music or videos with curse words, violence or sexually suggestive material
- Sites that use racial slurs or comments regarding any race
- Religious sites (non-Christian)
- Sites that advocate or display illegal activities
- Homosexual or lesbian oriented sites

We also reserve the right to decline business to anyone that we feel fits into the above categories. The above categories can be updated and changed at any time.

I, \_\_\_\_\_  
(please print name)

represent \_\_\_\_\_  
(please print company or group name)

and fully understand and agree to all of the SW Graphics & Design™ web design policies.

Date \_\_\_\_\_

Client or Representative Signature \_\_\_\_\_