



Creative Musings, Inc.
3852 Santa Fe Street East
Jacksonville, FL 32246
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Agreement for Production of Web Site

Name _____

Phone _____ FAX _____

Company/Client _____

Address _____

City _____ State _____ ZIP _____

E-mail address _____

Present WWW URL (if any):

DESCRIPTION OF PROJECT AND PROCESS

1. Creative Musings, Inc., referred to here as "Design Firm", will plan, design, and code a web site for the individual or corporation named above, referred to in this document as "Client", to the specifications in the attached SITE SPECIFICATION. For purposes of this agreement, "Art Gallery" will refer to the CreativeMusings.com website.
2. The estimate included here covers only that which is described in the SITE SPECIFICATION. Additional work will result in additional charges. Additional work is defined as the addition of graphics, or other significant features, any graphic page content requiring more than two rounds of revisions, changes to elements which have been finalized, or significant changes in plan, scope, or direction of project. In this case, Client will be provided with a written CHANGE ORDER including an estimate for the additional work.
3. The process for the creation of web optimized artwork consists of Design Firm providing drafts and asking for feedback from Client; the feedback is then used to produce another draft if necessary. This estimate assumes that 2 rounds of this process for each design element will suffice.
4. Text content will be provided by Client as final drafts ready for publication and in digital form. Digital form will include word processor generated text included as an email attachment or the content text of an email. Graphic artwork content will be provided by Client in the best possible quality to accurately replicate the original art. Images will be provided in an orderly manner and clearly labeled as to desired name for site.
5. To promote Client and Creative Musings Art Gallery as a whole, Client agrees to allow Design Firm to market the Creative Musings website in a manner that Design Firm deems appropriate. Design Firm is also entitled to reproduce samples of Client's web site in our portfolio and in any marketing materials.
6. Design Firm may use qualified subcontractors under our supervision for any or all work on this project.

COST AND PAYMENT ARRANGEMENTS

DISPLAY ONLY SITE

7. A one time set-up fee of US \$150 is due upon acceptance. This set up fee will include a minimum of five or up to 20 images in the artist's gallery.
8. Upon acceptance, payment shall be made as follows:

A recurring monthly payment will be charged to Clients credit card or PayPal account in the amount of \$19.95 and will commence with publication of the artist's gallery;

A change out fee will be invoiced to Client in the amount of \$15 per image;

Textual changes up to three times per month will be included at no charge. Textual changes exceeding three instances per month will be invoiced at \$5 per instance.
9. In the event of the cancellation of this assignment (see other legal agreements), or any delay of more than 60 days, we will retain the set-up fee and invoice Client for the number of months delay and this contract shall be considered fulfilled by Design Firm. All incomplete work will remain the property of Design Firm.

E-COMMERCE (PAYPAL) SITE

10. A one time set-up fee of US \$175 is due upon acceptance. This set up fee will include a minimum of five or up to 20 images in the artist's gallery and will include PayPal shopping cart features.

Upon publication, payment shall be made as follows:

A recurring monthly payment will be charged to Clients credit card or PayPal account in the amount of \$24.95 and will commence with publication of the artist's gallery;

A change out fee will be invoiced to Client in the amount of \$20 per image;

Textual changes up to three times per month will be included at no charge. Textual changes exceeding three instances per month will be invoiced at \$5 per instance.

Client agrees to establish a PayPal business account and give Design Firm access to develop shopping cart features.
11. In the event of the cancellation of this assignment (see other legal agreements), or any delay of more than 60 days, we will retain the set-up fee and invoice Client for the number of months delay up to 60 days and this contract shall be considered fulfilled by Design Firm. All incomplete work will remain the property of Design Firm.

OTHER LEGAL AGREEMENTS

- 12. Design Firm will maintain the confidentiality of Client’s source materials, technical and marketing plans and all other sensitive information.
- 13. Design Firm acknowledges that discrete, tasteful nudity is a valid form of art. However, pornographic or indiscrete nudity will not be included in Art Gallery and determination of such will be at the sole discretion of Design Firm.
- 14. Design Firm and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in Duval County, Florida, and any necessary arbitration or litigation will take place in this county.
- 15. Copyright to page designs produced by Design Firm for Client shall belong to Design Firm. Secondary materials created by Design Firm during production, including web optimized graphics of original artwork and graphic source files of original artwork remain the sole property of Client unless other arrangements are made.
- 16. 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) Design Firm from any suit, demand, or claim resulting from the editorial content of the website.
- 17. Client represents to Design Firm and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Design Firm 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 Design Firm and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- 18. Art Gallery is set up with a professional hosting company known to be reliable. However, Design Firm makes no guarantees as to minimum "uptime", nor shall Design Firm 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 or loss of digital data.
- 19. This agreement shall remain in effect as long as Client maintains financial obligations to Design Firm. Client may cancel at any time provided all financial responsibilities have been met. Financial responsibilities will be defined as outlined in this document.
- 20. Design Firm will not be liable to Client or to any third party for any damages arising from the use of web site.
- 21. 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.
- 22. To be valid, this Agreement must be signed and returned to Design Firm with artwork submitted for consideration and be accompanied by a deposit check of the amount specified above.
- 23. To be valid, this Agreement must have an attached SITE SPECIFICATION document, initialed and dated by Design Firm and Client. A copy of the signed agreement will be forwarded to Client for record.
- 24. This Agreement may have attachments consisting of one or more initialed and dated CHANGE ORDERS, whose terms shall become part of this contract.

Our signatures below indicate our agreement with the terms of this contract.

Date

Date

Site Specification

The following describes the planned web site for the purposes of the estimate included in the attached contract. Specifications in subsequent CHANGE ORDERS shall supercede these.

A. Number of Images in gallery (please check one) 5 – 10 10 - 20

B. Total Number Of Graphic Images: _____

C. Details On Graphic Elements To Be Included:

Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____
Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____
Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____
Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____
Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____	Title: _____ Size: _____ Price: _____

D. Shipping (for PayPal accounts – please check one): Fixed Rate Percent of sale

Fixed rate details:

Percentage of sale: _____ %

E. Tax Rate (for PayPal accounts) Your State: _____ Your county tax rate: _____

F. Contact information to be included:

Address: _____

Phone: _____

Fax: _____

Email: _____

If you would like a <yourname>@creativemusings.com address, please check here

G. Details Of Text Content To Be Included:

Following are suggestions:

Medium: _____

Artist's Background or philosophy: _____

Upcoming Shows: _____

Client Date

Design Firm Date