IRON FOX DESIGNS, LLC

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service@ironfoxdesigns.com

Client

Company _____

Contact   Name

_____

Address _____

City _____ State _____ ZIP _____

Phone _____ FAX _____ Cell _____

E-mail address _____

Present Domain Names owned by Client (if any):

_____

_____

Present Web Host (if any): _____

Username _____ Password _____

Present File Transfer Protocol (FTP) access (if any):

Host _____ Username _____ Password _____

I.   AUTHORIZATION:

The above-named Client is engaging IRON FOX DESIGNS, LLC, (hereinafter "Developer"), as an independent contractor for the specific purpose of developing and/or improving a website. Client hereby authorizes Developer to access the above FTP account, and authorizes the web hosting service to provide Developer with "write permission" for Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. Client also authorizes Developer to publicize their completed website to Web search engines, as well as other Web directories and indexes.

II.   STANDARD WEBSITE PACKAGE:

Standard Website Base Price*	$
Copy Writing Fee	$
Web Hosting Fee	$
	$

	$
STANDARD WEBSITE SUBTOTAL	**$**

*This price does not include any hourly charges as identified below.

_____ **A.** **Domain Names.** By Client initialing this paragraph, Client requests that Developer secure domain name(s) for Client. All charges incurred in doing so will be billed to Client as an addition to the base price contemplated by this agreement. These fees are not a source of income for the Developer. The domain name(s) requested by Client is (are): _____
_____
If Client already has a domain name, Developer will coordinate redirecting the address to the new host. Should Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by Client.

B. **Web Pages.** Client's website includes up to _____ web pages. If Client desires additional standard web pages beyond the original number of pages specified above, Client agrees to pay Developer an additional $_____ for each additional web page.

C. **Open Source Software.** Developer may use open source software (e.g.: Joomla, WordPress, Zen Cart and others) to create some or the Client's entire website. Open source software is free of charge under GNU General Public License. If Developer uses open source software, Developer will install, style and customize the software along the guidelines of Client's design criteria. For more information on GNU General Public License, see
http://www.gnu.org/licenses/gpl-2.0.html
http://en.wikipedia.org/wiki/GNU_General_Public_License

_____ **D.** **Text**. By Client initialing this paragraph, Client requests that Developer provide copy writing service for website and Client agrees to pay copy writing fee of $_____ to Developer. Client may provide Client's own copy in a .doc format via disk or email attachment.

_____ **E.** **Web Hosting.** Client agrees to select a web hosting service that supports PHP server-side scripting, FTP and telnet. By Client initialing this paragraph, Client agrees to purchase web hosting from Developer at the price of $_____ per year, that meets the technical needs of Client's website to be developed by Developer. Following the expiration of the initial web hosting period, Developer will bill Client for web hosting renewal. The price may vary annually.

_____ **F.** **Photos/Graphic Images.** By Client initialing this paragraph, Client requests that Developer spend up to 1 hour researching stock images and pre-select stock images for Client's approval. The cost of any and all stock images approved by Client and purchased by Developer for use on Client's website will be billed to Client as an addition to the base price contemplated by this agreement. Photos and other miscellaneous graphic images may be supplied by Client at Client's own cost. See Appendix A for price list of stock images.

G. **Cross Browser Compatibility.** This agreement contemplates the creation of a cross browser compatible website. "Cross browser compatibility" is defined herein as all critical elements of each web page being viewable in the following popular browsers: Firefox, Google Chrome, Microsoft Internet Explorer, Netscape, Opera, and Safari. This agreement contemplates using valid HTML, XHTML and CSS to support cross browser compatibility. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version, plug-in or experimental HTML, XHTML or CSS that does not validate. Developer agrees to advise Client of any elected website elements that do not validate. Client is also aware that new browser versions incompatible with Client's website may come to market. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

H. **Web Form.** This agreement contemplates the creation of one (1) web form to act as means of contact between Client and Client's potential consumers/customers/clients. Developer uses server-side scripting to create web form function. The data captured in web form will be delivered to Client at Client's specified e-mail

address. If a specific script beyond this capability is requested by Client and it must be purchased or created by Developer at Client's request, the charge for the script, if any, will be billed back to Client.

I.   PHP.   This custom package contemplates that the Developer will create PHP server-side scripting technology. PHP is dependent upon support of the hosting web server. While PHP is installed on most web servers, if Client is using a third party for web hosting, Developer will confirm PHP compatibility on the designated hosting web server. If Client uses web hosting provided by Developer, PHP support is assured.

J.   Search Engine Optimization. Developer will optimize Client's website with appropriate title tags, keywords, meta tags, headers and submit Client's website one time to major search engines and directories.

K.   Google Tools. Developer will setup Client's website with an array of free Google tools, e.g. Analytics, Local Business Center and Webmaster Tools. There is typically a wait time of thirty (30) days after a website is submitted before Google indexes the website pages. After Google has indexed the website pages, Google search impressions and traffic data will be available through the above mentioned Google tools. Developer will provide to Client or Client's agents a reasonable amount of training on Google tools.

L.   Revisions/Consultation. "Revision" is defined herein as a batch of all requested changes to the website to be effected by Developer during the website design process. Client may submit two (2) website revisions included in the standard website package price. Thereafter, all revisions will be billed at Developer's hourly rate. Client agrees to execute due diligence in attempting to collect all requested website changes into a revision before submitting to Developer. Client agrees that the final version of this custom package is the resultant website following Developer's completion of up to 2 revisions, except as requested by Client to be billed at Developer's hourly rate. Any subsequent website changes constitute ongoing website maintenance and are subject to the terms of a maintenance agreement. Developer prides itself in providing excellent customer service. That is the spirit of this agreement and the spirit of Developer's business. To that end, we encourage input from Client during the design process.

Developer understands, however, that Client may request significant design changes to pages that have already been built to Client's specification. To that end, please note that this agreement does not include a provision for significant page modification or creation of additional pages in excess of our agreed page maximum except as requested by Client and billed to Client as Developer's hourly rate. Client agrees that if significant page modification is requested after a page has been built to Client's specification, it is an additional page. Some examples of significant page modification at the request of Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at Client's request.
- Recreating or significantly modifying the company logo graphic at Client's request.
- Replacing more than 75% of the text to any given page at Client's request.
- Creating a new navigation structure at Client's request.
- Significantly reconfiguring Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by Client after the page maximum has been reached a Change Request with estimated costs will be submitted for Client approval prior to changes being done.

III.   OTHER AVAILABLE SERVICES:
Client agrees that by requesting extra or other services, Developer will bill Client for the requested services.

_____ **A.   E-commerce.**   By Client initialing this paragraph, Client requests that Developer create an e-commerce enabled site or shopping cart. Charges for the shopping cart will be listed in Appendix A.

_____ **B.   Logo Graphic.**   By Client initialing this paragraph, Client requests that Developer create or redesign Client's logo graphic. The charges for logo graphic will be listed in Appendix A.

_____   **C.**   **Adobe® Flash®.** By Client initialing this paragraph, Client requests that Developer create Adobe Flash multimedia elements. The charges for Flash development will be listed in Appendix A. Developer warrants to protect Client by specifying a maximum charge in advance which will be listed in Appendix A. Developer warrants to work earnestly to come in under the maximum charge.

_____   **D.**   **Secure Certificate**. By Client initialing this paragraph, Client requests that Developer obtain a secure certificate for online transactions on Client's e-commerce enabled site. The charges for a secure certificate will be listed in Appendix A.

E.   **Merchant Account.** Client will need a merchant account to enable the ability to accept credit cards. Client will obtain a merchant account for itself if required and any charges related to this service are the responsibility of Client as an addition to this agreement.

_____   **F.**   **Real Time Credit Card Processing.** By Client initialing this paragraph, Client requests that Developer assist Client in obtaining real time, online credit card processing. Developer will charge its hourly rate for this assistance. Any charges related to this service are the responsibility of Client as an addition to this agreement.

_____   **G.**   **Training.** By Client initialing this paragraph, Client requests that Developer provide e-mail, telephone and/or on-site assistance and training to Client's designated representatives regarding management of Client's website, or related technical matters. For on-site training, Developer will charge for mileage in addition to the charges for training. The charges for this service will be listed in Appendix A.

H.   **Other to Client's Specifications.** _____
_____
_____

IV.   ADDITIONAL EXPENSES:

Client agrees to reimburse Developer for any critical Client requested expenses necessary for the completion of the project, e.g.: purchase of fonts at Client's request, purchase of photography at Client's request, purchase of software at Client's request.

Some Clients will desire to independently edit or update their web pages after completion of the site. Note however, Developer is not responsible for any damage created by Client or agent of Client. Any repairs required will be assessed at an hourly rate of $_____. [1 hour minimum charge].

V.   WORK SCHEDULE & COMPLETION DATE:

Developer to submit a First Mockup Draft of website no later than _____ days after Developer receives signed agreement, along with required payment and initial direction from Client. Client to provide Developer with all the data needed to complete website, including completed creative questionnaire (See Appendix B), text, company logo, and photos. Upon completion of this stage, Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design and faxing to Developer. Once this acceptance is received from Client, the work necessary to complete the project will continue.

Upon completion of the website, an e-mail or letter and invoice will be sent to Client advising Client that the work has been completed. Client will acknowledge, by email or in writing, approval of the completed website. After contract has been paid in full, site will then be uploaded to Client's web hosting server.

VI.   EXTENDED MAINTENANCE CONTRACTS:

A.   The Monthly "Flat Rate" Maintenance Contract, payable each month, allowing up to 2 hours of changes per month, including new pages and store product changes. The "Flat Rate" Agreement is payable each month, whether the time is used or not. Changes requested, which go beyond the 2 hour limit, are chargeable at the rate disclosed in Appendix A.

OR

B.   The "As Needed" Maintenance Contract is a monthly chargeable agreement, higher than the "Flat Rate", but offering cost savings on sites with little to no changes. Charges incur when Client requests a change - 1 hour minimum charge. Details are listed in Appendix A.

VII.   COPYRIGHTS & TRADEMARKS:

Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Developer for inclusion in web pages 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 Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

VIII.   ASSIGNMENT OF PROJECT:

Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. Developer warrants all work completed by subcontractors for this project.

IX.   WARRANTIES & LIABILITIES:

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 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 Developer from any claim resulting from Client's publication of material or use of those materials.

It is also understood that Developer will not publish information over the Internet which may be used by another party to harm another.

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 held responsible for occasional downtime of email or website due to line interruptions and/or other instances beyond Developers control.

X.   INDEMNIFICATION:

Client agrees that it shall defend, indemnify, save and hold Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with Developer's development of Client's website. This includes Liabilities asserted against Developer, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employee 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 or otherwise distributed over Client's website. This

includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

XI. RIGHTS UPON TERMINATION OF AGREEMENT:

Developer shall transfer, assign and make available to Client all property and materials in Developer's possession or subject to Developer's control that are the property of Client, subject to payment in full of amounts due pursuant to this Agreement

Developer also agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.

In the event Client terminates this contract by registered letter within 30 days, 50% of down payment will be refunded. Work completed shall be billed at the hourly rate stated in Appendix A, and deducted from 50% of the down payment, the balance of which shall be returned to Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, Client shall be liable to pay for all work completed at the hourly rate. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

Refund request must be submitted by registered letter to Iron Fox Designs, 3000 Joe DiMaggio Blvd, Ste #16, Round Rock TX 78665.

XII. DEFAULT:

In the event of any default of any material obligation by or owed by a party pursuant to this Agreement, then the other party may provide written notice of such default and if such default is not cured within ten (10) days of the written notice, then the non-defaulting party may terminate this Agreement.

XIII. NOTICES:

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

XIV. LAWS AFFECTING ELECTRONIC COMMERCE:

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that 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 Client's exercise of Internet electronic commerce.

XV. OWNERSHIP TO WEB PAGES & GRAPHICS:

Client will own the copyrights of final website elements written or created specifically for Client's website including images, modified images, multimedia - such as Flash, website design, programs, scripts and text copy written specifically for Client's website. The Developer will own copyright of programs and scripts Developer created or had previously created as reusable elements – not specific to Client's website. Open source software, if used for Client's website, remains under GNU General Public License.

Developer and its subcontractors retain the right to display all designs as examples of their work in their respective portfolios.

XVI.   CREDITS:

Client grants permission to Developer for display of Developer credit for website design, redesign or optimization on any or all pages of Client's website. Developer's credit display:
    A.   will be harmonious with the overall website design,
    B.   will use font size equal to or smaller than standard font size on Client's website,
    C.   will include a link to Developer's website.

XVII.   ARBITRATION:

The parties signed below will not be suing each other because they will settle their disputes as set forth below: The parties agree that all disputes arising out of this agreement shall be arbitrated in a binding arbitration before an arbitrator in Williamson County, Texas. And unless an arbitrator is agreed upon by the parties, the arbitrator shall be appointed by the judge of a court of record sitting in Williamson County, Texas. The parties agree to mediate all such disputes prior to arbitration. Parties can cancel agreement at any time and pay what is owed and be out.

XVIII.   PAYMENT OF FEES:

	$
	$
	$
	$
	$
	$
OTHER SERVICES SUBTOTAL	$
STANDARD WEBSITE SUBTOTAL (see section II above)	$
GRAND TOTAL	$

A minimum deposit of _____ is required to commence work.

Fees to Developer are due and payable on the following schedule: ____% upon signing of contract, ____% after first stage of site is completed and approved and the balance upon website completion, but prior to delivery / uploading. If the total amount of this contract is less than $700, the total amount shall be paid upon signing of contract and any additional costs incurred during development will be invoiced at the completion of the website.

Advertising the pages to Web Search Engines and updating occur only after the final payment is made. All payments will be made in US funds.

Developer reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact Developer immediately for an alternative arrangement. In case collection proves necessary, Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Developer. Regardless of the place of signing of this agreement, Client agrees that for purposes of venue, this contract was entered into in Williamson County, Texas, and any dispute will be arbitrated in Williamson County, Texas.

XIX.   SOLE AGREEMENT:

The agreement contained in this "Website Design Contract" and appendices constitutes the sole agreement between Developer and Client regarding this website. Any additional work not specified in this contract, Appendix A, Appendix B and/or Appendix C must be authorized by a written change order. All prices specified will be honored for 30 days after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement constitutes the entire understanding of Developer and Client. This agreement terminates and supersedes all prior understanding or agreements on the subject matter hereof. Any changes or modification thereto must be in writing and signed by both parties.

XX.   SIGNATURES:

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

_____   _____
Client (authorized signature)   Date

_____
Client's Printed Name

_____   _____
Developer (authorized signature)   Date

_____
Developer's Printed Name