Agreement for Website & Marketing Services

From **Parker Bennett** of Endswell Creative / Aligned Online. Revision: 1-1-26.

If a signed copy is requested, please download first. *Do not fill out online*.

Summary:

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's expected, and what will happen if something goes wrong.

If you've purchased any package or service from us, placing that order means you agree to our standard "boilerplate" terms, which are outlined below.

Timetable

Any timetable is highly dependent on the prompt delivery and usability of client assets such as photos and copy. Barring issues with that, the typical timetable for simple branding is 3–4 weeks, and a simple one- or two-page website or landing page is 5–6 weeks. (To accelerate a timetable, we can scope out the project in phases to launch earlier with limited content or add a rush surcharge.) Note that migrating legacy content can often be more time-consuming than starting fresh.

More complex projects will need an amended agreement that details specific features, functionality, timeframe, and pricing. Once delivered or launched, you may request revisions or fixes as part of any engagement for up to 10 days.

Project Tracking and Support

While working, we'll use a shared Google Drive or Dropbox folder to organize assets such as photos and text, and have regular weekly "huddle calls" on Zoom to review deliverables, discuss changes, and keep the project moving forward.

Support is a big part of what we offer. You can call or email anytime and we will respond quickly to fix any initial problems. All website work includes a video walk-through of the back end of the site to show how to add or change things.

Clients and their staff also have access to 3 additional months of support via our weekly "**Codeside Assistance**" group support calls, Fridays, 1 pm (PT) / 4 pm (ET).

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company, or your organization. You agree to promptly provide us with the assets and information we tell you we need to complete the project, in the formats we request. You'll provide feedback and approval in a timely manner, too. Deadlines work two ways, so you'll also be bound by any dates we set together. You also agree to stick to the payment schedule we set.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We will also maintain the confidentiality of everything you give us. We'll endeavor to meet every deadline that's set, but we are not responsible if deadlines are missed or the project stalls because you are unable to provide assets we need. We will give you 30 days warning on close of contract to support the intended outcome of the contract.

Regardless, even with no such warning, no project work will be warranted or performed **9 months** after the initial engagement without express agreement.

THE NITTY GRITTY:

Canceling

If you're unhappy at any point, we really need to know. ***Please don't hesitate to email, text, or call***. We'll do our best to respond quickly and solve the issue.

If you change your mind about what you want to be delivered, cannot provide requested assets, or are not happy with the direction our work is taking, you'll pay us in full for the time we've spent working with you until that point, at our contracted client rate, and terminate this contract (and any further payments).

Client Feedback

You'll have regular opportunities to review our work and provide feedback in recorded calls. We'll share assets via Google Drive (or Dropbox), and ongoing web design on a development server or on your server. For larger projects, we'll track our progress in a shared Google Doc or Sheet, where you can add notes.

For both branding and web page design, this agreement includes an initial exploration of look and feel options, then after agreeing on a direction, up to 2 revision rounds for any design, after which we can negotiate further revision rounds, or bill at our contracted-client rate, detailed below.

Design

For web design, we create layouts that adapt to the capabilities of many devices and screen sizes. We design iteratively and use predominantly HTML and CSS so we won't waste time mocking things up as a static visual.

Text content

We will work with you to refine the copy on your site or elsewhere, offering editing suggestions and corrections as we go, but this contract does not provide for extensive copywriting. Additional copywriting services can be negotiated separately, otherwise billed at our contracted-client rate, detailed below.

Graphics and photographs

You should supply photographs in a high-resolution digital format. If you choose to license stock photographs, we can suggest stock libraries and help with a quick search. For more than 2 hours of searching, scanning or capturing stills from video, we'll need to factor in additional hourly charges.

HTML, CSS and JavaScript

We create web sites with HTML for markup, CSS stylesheets for styling, and unobtrusive JavaScript for feature detection, poly-fills, and behaviors.

WordPress and plugins

We typically use customized WordPress theme templates, and for those sites, we offer our clients licensed versions of Elegant Theme's Divi Builder plugin or the Divi Theme, plus the popular forms-creation plugin Gravity Forms. We may recommend a backup service, font, theme, or additional plugins that will require a license fee not covered in this agreement.

Browser testing

Our goal is not to make a website look exactly the same in varying browsers or devices, but we do our best to ensure that a person's experience of a design is appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), and Mozilla (Firefox). We test our designs in Mobile Safari on the latest iOS, and using the Google Chrome on Android Emulator. Testing older browsers or devices is an additional cost.

Hosting and technical support

We will deploy your site on the hosting provider of your choice, provided it meets the technical requirements. We can also recommend hosting providers.

Aligned Online does offer hosting plans that include regular backups, security monitoring and maintenance updates: **https://alignedonline.com/hosting**.

If we've included a period of free hosting as part of an agreement, that time starts from development rather than at launch.

You can call or email anytime and we will respond quickly whenever there are problems pertaining to the work we've done. All website work includes a video walk-through of the back end of the site to show how to add or change things.

Clients and their staff also have access to **3 additional months** of support via our weekly "**Codeside Assistance**" group support calls, Fridays, 1 pm (PT) / 4 pm (ET). You can extend access to this hands-on help with a standalone subscription or as part of your web hosting package: **https://alignedonline.com/codeside**.

Search engine optimization (SEO)

We don't guarantee improvements to your site's search engine ranking, but we develop pages that are accessible to search engines, and we can discuss ways to organically raise your ranking. For WordPress sites, we may use YoastSEO, RankMath, or other SEO plugins to help achieve better results, and the JetPack, MonsterInsights, or Fathom plugin for analytics.

Changes and revisions

We don't want to limit your ability to change your mind. The price at the start of this contract is based on the outcome we've set out to achieve, but we're happy to be flexible, knowing that goals can evolve, and designs can iterate. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for the additional work.

Contracted Client Rate

Unless specified otherwise in a separate agreement, hourly time is billed at our contracted client rate of **$200/hour** with a 3-hour minimum charge (or at our contracted non-profit client rate of $150/hour).

Absent a signed agreement, our standard rate is $265/hour.

Legal stuff

We'll carry out our work in accordance with good industry practice, and at the standard expected from a suitably qualified person with relevant experience. That said, we can't guarantee our work will be error-free, or that our recommendations are flawless, and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

I mean, obviously, right? What's important is:

You guarantee that all elements of text, images, or other artwork you provide are either owned by you, or that you have permission to use them. When you provide text, images, or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images, or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property.

Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We reserve ownership of any general tutorials we create for your use. Unless otherwise directed, we may display aspects of our creative work, including sketches, work-in-progress designs, and the completed project as part of our portfolio, as well as in social media, website posts, magazine articles, and in books.

Please direct us in writing any non-disclosure requirements.

Payment schedule

We're sure you understand how important it is as a small business that you pay any invoice we send you promptly, and agree to honor any payment schedule. If you elect to set up a payment plan, you have the option to **pay off the total within 2 months** at the initial pay-in-full rate. After that, any fees are prorated.

Initial payment is due when a package is ordered or on signing an agreement. Any agreed-upon additional hours are to be paid for prior to final delivery or launch, or set up as automated installments. If a payment is more than 14 days past its due date, we reserve the right to accrue interest at 4% of the outstanding amount, to be added every 7 days thereafter. You agree to reimburse any fees we incur as a result of a missed payment.

Any expenses to be reimbursed, or additional out-of-scope hours, will be billed in a separate invoice to be paid at the time of delivery or launch.

Checks or tax forms should be made out to "Endswell Creative" EIN: 87-4186641.

The small print

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document, enforceable in a court of law.

The dotted line

If you've purchased a package online, please note that it signifies and is contingent upon our shared agreement to the above terms.

Please make sure we have your full contact and payment info. (Please don't email credit card details. We'll arrange to get it over the phone.)

You can contact us here:
Parker Bennett
Endswell Creative
206 N Naomi St
Burbank, CA 91505

parker@alignedonline.com

+1 323 449-7259

If requested, please download, then sign and date below.
Then email as an attachment to **parker@alignedonline.com**

Type your name above or print and sign Date