



Website Design & Management Contract

This Contract Agreement
is made this ____ day of _____, 20____

Parties involved: Trailblazer Dezigns ("**Company**") and
_____ ("**Client**")

("Client") Having its principal place of business at:

Address _____
City _____ State: _____ Zip _____
Phone # _____ - _____ - _____
Email _____
Company URL if applicable: _____

("Company") Having its principal place of business at:

801 Dawson St, Edinburg, TX 78539
Email: tbdezigns@yahoo.com

In the following contract agreement, Trailblazer Dezigns will be known as ("**Company**") of ("**Client**") therein retaining ("**Company**") to design or redesign, and/or manage a website for ("**Client**"), it is agreed as follows:

1. Compensation and Terms

The above named ("**Client**") retains ("**Company**"), and ("**Company**") agrees to perform the following services: develop/re-develop, and/or manage a website for ("**Client**") according to ***specifications agreed upon, and detailed at the bottom of this contract***, between ("**Company**") and ("**Client**").

Term shall be until the agreed upon website work is completed within the time frame specified.

(Start Date): _____, (End Date): _____

Unless requested, ("**Client**") is **solely responsible for supplying website content, authoring, organization, images in file format and web-ready**. If all text and graphics necessary to complete the work are not received by ("**Company**") **within 10 business days from the date of contract the balance of payment may become due and payable upon request**. Any products or services not specified in this contract are not required of ("**Company**").

The following fees shall apply:

A fee in the amount of \$_____ to complete the agreed upon work. 50% of said fee is due after initial consultation. The remaining 50% shall be due and payable when work is completed and shall be received before website is uploaded to its final destination. This fee does not include: the cost of domain registration.

If (“Company”) is requested to design graphic work for website, then graphic design fee of \$40 per graphic will be billed (please review graphic design TOS contract for more information)

Management, if included in this contract, shall be on a per session basis. Fees will be assessed on an hourly basis at \$40/hr. Search engine optimization, beyond the basic submission included herein shall be contracted on the same basis as maintenance. **For blog sites, forums, and guest books, (“Client”) is solely responsible for maintaining content.** Failure to comply will result in account termination.

(“Company”) agrees to complete this project within the estimated budget, unless (“Client”) requires additional work or services not agreed upon, or if (“Client”) requires multiple design drafts or repeated changes which would significantly increase work required of (“Company”). (“Company”) will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this. If it becomes necessary for (“Company”) to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. Warranties by (“Company”)

(“Company”) represents and warrants to (“Client”) that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; however, (“Client”) will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet (“Client”) satisfaction.

3. Independent Contractor

(“Company”) acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

(“Company”) recognizes and acknowledges that this Agreement creates a confidential relationship between (“Company”) and (“Client”) and that information concerning (“Client”) business affairs, customers, vendors, finances, properties, methods of operation, computer programs, documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning (“Client”) is hereinafter collectively referred to as (“**Confidential Information**”).

5. Non-Disclosure

Trailblazer Dezigns Associates agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

("Client") agrees that copyrights to ("Company") work product produced in the performance of this Agreement shall remain the exclusive property of ("Company"), and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without ("Company") prior written consent. Any rights granted to ("Client") under this Agreement shall not affect ("Company") exclusive ownership of the work copyright.

("Company") agrees to design, build, install, and/or maintain a website for ("Client") according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of ("Client"). ("Company") shall also prepare the site for search engine submission, which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content meta tags, and submission to the major free submission search engines. ("Company") does not guarantee listings on search engines as they alone determine who they will list and who they will not.

* Specifications agreed upon, to be stated on an individual basis:

IN WITNESS WHEREOF, ("Client") and ("Company") have duly executed this Agreement as of the day and year first above written.

ACCEPTED AND AGREED:

("Company")

("Client")

(Signature)

(Signature)

(Print Name)

(Print Name)

Date

Date: