



Church/Ministry/ Organization Web Design Agreement

Client's Name _____ **Contact Name** _____

Contact Phone Number _____ **Fax Number** _____

Church/Ministry/Organization Name _____

Address _____

City _____ **State/Province** _____

Zip/Post Code _____ **Country** _____

Email _____

Present Web Address URL (If Any) _____

If No Domain Name, You Are Requesting for? _____

Temporary Username (*While Site Being Design*) _____

Temporary Password (*While Site Being Design*) _____

1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging Ministry Web Designing (MinistryWebDesigning.Com) as an independent agreement for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on Ministry Web Designing Hosting account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after referring to as "Hosting Service". The Client hereby authorizes Ministry Web Designing (MinistryWebDesigning.Com) to access this account and authorizes the Hosting Service to provide Ministry Web Designing (MinistryWebDesigning.Com) and its designer, Ministry Web Designing (MinistryWebDesigning.Com), with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes Ministry Web Designing (MinistryWebDesigning.Com) to submit the completed Web Design Project to major Web Search Engines (Google).

2. Development.

This Web Design Project will be developed using Microsoft® Expression, Themler Bootstrap, Adobe® Photoshop and other web software. Format: WordPress®, HTML5, CSS, XML, PHP, MySQL, JavaScript.

- **Compatibility** - Designing a web site to fully work in multiple browsers and mobile devices (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Ministry Web Designing (MinistryWebDesigning.Com) represents and warrants that the web site we design for you will work in:
 - Microsoft® Internet Explorer versions 5 and up

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- Microsoft Edge® Browser
- Safari 5.1.10 for OS X Snow
- Netscape Navigator/Communicator version 4 and up
- Mozilla Firefox version 1.0 and up
- Google Chrome

While Ministry Web Designing (MinistryWebDesigning.Com) will make reasonable efforts to design a fully functional web site, Ministry Web Designing (MinistryWebDesigning.Com)'s warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

- **For People with Disabilities** – Ministry Web Designing (MinistryWebDesigning.Com)' standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

3. Assignment of Web Design Project.

Ministry Web Designing (MinistryWebDesigning.Com) reserves the right, and you hereby agree, to assign sub agreement to this Web Design Project to ensure that the terms of this agreement are met as well as on-time completion.

4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Ministry Web Designing (MinistryWebDesigning.Com) for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Ministry Web Designing (MinistryWebDesigning.Com) and Ministry Web Designing (MinistryWebDesigning.Com) and its sub agreement from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages for the lifetime of your web site at no charge, up to an average of one-half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs. The period begins on the date the Client's web site is available to be published to Ministry Web Designing Hosting. Major page code and/or graphics changes and additions will be charged at the \$50.00 per hour rate. (Notice: This rate is subject to change at any time.) Continuous maintenance will be billed when \$250 has been reached, or in 30-day increments, whichever comes first. All payments, regardless of amount, must be made within 30 days.

6. Completion Date.

Ministry Web Designing (MinistryWebDesigning.Com) and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 30 days after Client has submitted all necessary materials.

7. Project Delivery.

The final web site design project will be published to the hosting service upon receipt of final

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payment. The Client understands that Ministry Web Designing (MinistryWebDesigning.Com) provides hosting services in connection with this Web Design Project. Hosting services will be provided by Ministry Web Designing Hosting.Com. The Client allows Ministry Web Designing (MinistryWebDesigning.Com) full access to the Client's account via FTP (File Transfer Protocol). The Ministry Web Designing will be solely responsible for any and all hosting service charges while client has an active website that was designed by Ministry Web Designing. If client cancels service with Ministry Web Designing, the client will be fully responsible for all hosting and domain fees thereafter.

8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Ministry Web Designing (MinistryWebDesigning.Com) and Ministry Web Designing (MinistryWebDesigning.Com) and its sub agreement from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright.

Copyright to the finished web design site produced by Ministry Web Designing (MinistryWebDesigning.Com) will be owned by Ministry Web Designing (MinistryWebDesigning.Com). The Client will be assigned rights to use the Web Design Project as a web site once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client and remain the property of their respective owners. Ministry Web Designing (MinistryWebDesigning.Com) and its sub agreement retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Ministry Web Designing (MinistryWebDesigning.Com)' Design Services Web Site.

10. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Ministry Web Designing (MinistryWebDesigning.Com) reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Ministry Web Designing (MinistryWebDesigning.Com). Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Bexar County, San Antonio, Texas, and any dispute will be litigated or arbitrated in Bexar County, San Antonio, Texas, and the Client hereby consents to the personal jurisdiction of the Jacksonville, Florida State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars.

11. Payment of Fees. Fees to Ministry Web Designing are due and payable on the following schedule: ~~\$495.97~~ \$250.00 with a \$150.00* NON-Refundable (*This is not an additional fee; it is included in the total project price*).

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Setup/Designing Fee due upon signing this agreement, and ~~\$49.95~~ Monthly Hosting/Maintenance upkeep fee is due, and each month thereafter, on anniversary website completion date. **Example Only:** (If site was Completed on **June 10, 2012** your first Hosting/Maintenance/Upkeep/Program Software Fee is due **June 10, 2012** then each month thereafter). All payments will be made in **U.S. Dollars funds via PAYPAL/STRIPE. NO CHECKS ACCEPTED.**

12. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this agreement and the **Package Price**, attached hereto, and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Ministry Web Designing (MinistryWebDesigning.Com) agree that the services described in this agreement, and the Package Price, shall be completed for the amount ~~\$495.97~~ **\$250.00**. The Client agrees to pay to Ministry Web Designing (MinistryWebDesigning.Com) a Designing Fee in the amount of ~~\$495.97~~ **\$250.00**. There is a non-refundable of ~~\$150.00*~~ from initial Designing Fee upon execution of this agreement. All amounts must be in **U.S. Dollars funds via PAYPAL/STRIPE. NO CHECKS ACCEPTED.**

13. Payment of fees. In order for Ministry Web Designing to remain in business, payments must be made promptly. Delinquent bills if payment is not received within **10 days** of the due date. Ministry Web Designing reserves the right to remove web pages from viewing on the Internet until delinquent payment is made. This agreement becomes effective only when signed by Ministry Web Designing. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this agreement was entered into in Placer County, Florida, and any dispute will be litigated or arbitrated in Placer County, Florida.

14. Legal Notice.

Notwithstanding anything to the contrary contained in this agreement, neither Ministry Web Designing (MinistryWebDesigning.Com) nor any of its employees or agents warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Ministry Web Designing (MinistryWebDesigning.Com) be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software, even if Ministry Web Designing (MinistryWebDesigning.Com) has been advised of the possibility of such damages.

15. This Agreement.

This agreement constitutes the sole agreement between Ministry Web Designing (MinistryWebDesigning.Com) and the Client regarding this Web Design Project. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorized by a written request signed by both Client and Ministry Web Designing (MinistryWebDesigning.Com). All prices specified in this agreement will be honored for 6 months after both parties sign this agreement. Continued services after that time will require a new agreement.

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The undersigned hereby agrees to the terms, conditions, and stipulations of this agreement on behalf of his or her Church/Ministry/Organization.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

16. Initial Payment and Refund Policy.

This agreement begins upon the Designing Fee payment of ~~\$495.97~~ \$250.00. Once the client has engaged with agreement and Designing fee is paid, NO Refunds will be issued in the amount of ~~\$150.00*~~ from initial Designing Setup Fees.

AGREED TO:

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

Print Authorized Full Name (client)

_____ Date: _____
On behalf of the client, Title (authorized signature)

Print Full Name (Ministry Web Designing.Com Agent)

_____ Date: _____
On behalf of Ministry Web Designing.Com (authorized signature):

Work Sheet (initial each block below if agreed to terms):

a. 2 Hour Consultation, Setup Fee, Web Designing, Domain Name, and Hosting Space- ~~\$150.00*~~ NON-Refundable (This is not an additional fee; it is included in the total project price).

b. Hosting Space, Maintenance Upkeep, Web Service, Program Software, and Tech Support - \$49.95 Monthly (Each Month thereafter from the website completion date).

INT NON-REFUNDABLE TOTAL AMOUNT OF THIS AGREEMENT (Not an Additional FEE, this fee is included in the Total Agreement price). \$150.00

TOTAL AGREEMENT BALANCE 50% OFF \$495.97

\$250.00