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# WEB DEVELOPMENT CONTRACT

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2KLive

*A Division of 2KSquared*

golive@2KLive.net

Name \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email Address \_\_\_\_\_

Web Design Quote Estimate \$ \_\_\_\_\_

Minimum Deposit Due \$ \_\_\_\_\_

## Web Development Terms & Conditions

After initial conversation, 2KLive will provide a Web Development Proposal wherein an estimated cost will be presented. Upon acceptance, a minimum of 50% of the total cost is due as a deposit and it is therefore non-refundable. Any addition to the site after initial consultation will be subject to additional charges. During development, the site will be uploaded to our servers; the customer will then have the opportunity to inspect and approve each web page. Upon approval the customer will formally agree on the layout and all it's contents and therefore hereafter cannot request any major changes to what has already been approved. After the site is finished, the remaining 50% is due within 10 days. After payment is received; 2KLive will proceed to upload the site to the server of the customer's choice. The 10 or 30 days for total customer satisfaction starts once the site is uploaded to the customer's server. During the 10 or 30 day period of the satisfaction guarantee, the customer will have the opportunity to request minor changes to the site as well as any uploading of text and pictures. The guarantee will cover any technical problems. The guarantee does not cover changes to the overall layout. Should the customer decide to take a break from the project for more than 2 weeks without informing 2KLive, we offer no guarantee to be first in line for design work. There will also be a reactivation Fee of \$50 due to the suspension of the customer's project. If communication and advancement of a project is suspended for a period of time greater than 6 weeks, the project will be canceled and the deposit will be kept to compensate for time and work spent thus far on the project. After a project has been canceled it is deleted from 2KLives Files and any requests to continue with a canceled project will be charged as a new web design.

**I have read and fully understand the web site development agreement and the 2KLive Terms & Conditions.**

CUSTOMER ID \_\_\_\_\_

START DATE: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

\_\_\_\_\_  
CUSTOMER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

2KLive Use Only

# 2KLive Terms & Conditions

## **Property Rights.**

The elements of design for the project remain the designer's property whether or not the project is executed. If the client chooses to terminate the website at any time in the future, 2KLive reserves the right to retain the rights for usage.

## **Approval of Final Product.**

The Client shall proof read and approve all final type before any production. 2KLive does not offer proofreading, editing or copywriting. Final proof will include artwork, size, color and layout. E-mail verification from the client shall be conclusive as to the approval of all products and services prior to their release for printing or uploading. Once a website is uploaded to the Clients server, the client has 30 days to make minimal changes. After the 30 days are over, 2KLive will not be responsible for any changes to the site unless i) the client has purchased a Monthly Maintenance plan or ii) agrees to pay for the changes according to our price listing.

## **Ownership.**

All designs, artwork, specifications, and other visual presentation materials remain the property of 2KLive to show in printed or online portfolios for any length of time. All preliminary concepts and visual presentations produced by 2KLive remain the property of 2KLive and may not be used by the Client without written permission. Final artwork and concepts may not be given to other artists to alter, reproduce or post online in any way without express permission of 2KLive. 2KLive reserves the right to retain all artwork, design and specifications for any client. After a period of two years all such materials may be destroyed unless the Client has requested, in writing, that they be retained and agrees to pay reasonable storage charges.

## **Credit.**

2KLive shall have the right to include a credit line with a live link to the 2KLive website on any site developed by 2KLive at the very bottom of each page or in any publication of the design by the Client.

## **Liability.**

2KLive shall take reasonable precautions to safeguard all material provided by the Client. However, 2KLive shall not be liable for any damage to, or loss of any material provided by the Client including: artwork, photographs, sketches or documents (other than or on account of willful neglect or gross negligence of the designer).

## **Fees.**

After initial conversation, 2KLive will provide a Web Development Proposal wherein an estimated cost will be presented. Upon acceptance, 50% of the total cost is due as a deposit and it is therefore non-refundable. Any addition to the site after initial consultation will be subject to additional charges. During development, the site will be uploaded to our servers; the customer will then have the opportunity to inspect and approve each web page. Upon approval the customer will formally agree on the layout and all it's contents and therefore hereafter cannot request any major changes to what has already been approved. After the site is finished, the remaining 50% is due within 10 days. After payment is received; 2KLive will proceed to upload the site to the server of the customer's choice. Should the customer decide to take a break from the project for more than 2 weeks without informing 2KLive, we offer no guarantee to be first in line for design work. There will also be a reactivation Fee of \$50 due to the suspension of the customer's project. If communication and advancement of a project is suspended for a period of time greater than 6 weeks, the project will be canceled and the deposit will be kept to compensate for time and work spent thus far on the project. After a project has been canceled it is deleted from 2KLives Files and any requests to continue with a canceled project will be charged as a new web design.

## 2KLive Terms & Conditions

### **Search Engines.**

2KLive will submit your new website to the top 200 search engines and provide basic consultation on search engine promotion. We are not responsible for your search engine rankings, or marketing of any kind.

### **Termination.**

Either party may terminate this Agreement upon giving written notice to the other as specified below. Upon termination 2KLive will retain any initial payment and the Client shall pay the designer for work expanded on the Project, up to the date of termination.

### **Refunds.**

Once a project has been designed in full according to the initial agreement, NO refunds are given. As stated above if the client wishes to terminate the Agreement the deposit will NOT be refunded. Refunds for shipping and printing are not given. NO refunds or reprints are given after a final approved design has gone to print or a site has been uploaded. ALL sales are final.

### **Timelines.**

After deposit is paid and project has been outlined, we will provide you will with an estimated turnaround time. For websites this turnaround time is from the date we have ALL CONTENT FROM YOU. Without content from you, the design job cannot be planned out. Should the customer decide to take a break from the project for more than 2 weeks without informing 2KLive, we offer no guarantee to be first in line for design work. There will also be a reactivation Fee of \$50 due to the suspension of the customer's project. If communication and advancement of a project is suspended for a period of time greater than 6 weeks, the project will be canceled and the deposit will be kept to compensate for time and work spent thus far on the project. After a project has been canceled it is deleted from 2KLives Files and any requests to continue with a canceled project will be charged as a new web design.