

## TERMS OF SERVICE

*“Designer” - refers to RYPL FX and its personnel*

*“Client” - refers to the Company or Organization and their authorized signatory*

*“Project” - refers to the scope of service specified for Client*

*“Change Requests - Client changes requested outside the scope of this contract*

### Summary

At RYPL FX our goal is to fulfill our Clients’ needs and concepts, and to assure the greatest level of success. We know that a written agreement defines the roles of both parties with the intent to meet expectations and achieve positive outcomes.

Putting these goals in writing seeks to avoid misunderstandings or confusion throughout the process from beginning to end. We strive to write with the least number of convoluted legal terms or unreadable text to ensure that both parties understand the agreement for proposed services.

### Design

Designer will produce the look, feel, layout and functionality of Client’s website beginning with the vision Client describes in pre-development meetings whether those meetings take place in-person or electronically. This contract includes one main website Project design inspired by Client’s original concepts and interpreted to the best of Designer’s ability allowing for the opportunity for Client to make up to three rounds of major revisions at no additional charge.

Designer will provide Client with a Project quote for a complete platform website. If the Designer is hired as a salaried independent contractor, the cost of website development and maintenance is included as a monthly fee for ongoing work.

As a Platform Web Designer, RYPL FX stands out from many design firms by making certain that your website will read and respond smoothly across all current platforms, including desktop computers and smart devices such as tablets and smart phones. This is paramount in a time where a growing number of people use smart devices as their primary device.

## Text Content

As designers, and in accordance with industry standards, we typically do not provide content and therefore are not responsible for written composition on the site unless included in the Project Contract. Our firm possesses the skills and experience to offer creative writing and editing at an additional cost if requested by client.

## Photographs

Client will supply Designer photographs either in digital or printed format. If Client chooses to buy stock photographs Designer can suggest vendors of stock photography. Any additional time that Designer spends searching for appropriate photographs at the Client's request will be charged to Client.

## Changes & Revisions

The Project Contract provided in this document is amendable in writing by both parties with Client agreeing to additional costs associated with those changes. If Client requires work outside the scope of this Project Contract, Designer will work with Client to estimate additional time for expanding the Project. These Change Requests may include a need to add or subtract items, or even add new graphic design functionality and content, technical support and other tasks as agreed upon by both parties.

Designer requires that all Change Requests are in writing via email so that both parties have a written record, making it possible for Designer to track and implement changes effectively and efficiently without confusion or misunderstanding. Designer reasonably ensures a 24-hour response to those requests. Implementation timeline may vary depending on the extent of Clients' Change Request(s).

If additional changes exceed the initial Project pricing agreed to in this contract, Client may either cancel with conditions (see "Cancellation" paragraph for details) or continue to commission Designer to make further design revisions at additional costs.

## Hours of Normal Business Operations

Designer works a six (6) hour workday Monday through Friday between the hours of 9:00am and 4:00pm Pacific Standard Time. Change Requests needed outside those days and times can be implemented. (See Fees for rates).

## Fee Schedule

		Per hour
Hourly	\$75.00	75
Daily	\$360.00	60
Monthly	\$5400.00	45
Non-Business Days	\$110.00	110

*\*A one-hour minimum fee is required for all Change Requests*

## Independent Contractor

Projects that require more attention from a webmaster for maintenance and occasional revisions can be accomplished by hiring Designer as an Independent Contractor for 1-2 days per week during our hours of normal business operations as outlined above.

If Client needs longer term services from Designer exceeding 2 days per week, Designer can be hired for 3-5 days per week to the exclusion of accepting new clients for three (3), six (6) or twelve (12) month contracts on a monthly salary schedule. This dramatically reduces the hourly fee to \$45.00 per hour.

## Technical Support for Websites

Client may already have professional website hosting in place and may even manage that hosting in-house. If this is not the case, Designer can set up an account for Client at one of our preferred, third-party hosting providers. Client will be charged a one-off fee for installing Client's website on this server.

Any statistics software such as Mint or Google Analytics; updates to, and management of that server; plus any support issues will be up to the Client and their established hosting provider unless otherwise included in the Project Contract.

Designer is not a stand-alone website hosting company and does not offer or include technical support for website hosting, email or other services relating to website hosting unless specified as an additional service through a third party provider in the Project Contract that may include

search engine optimization (SEO) internet marketing for Client's domain. Designer would then act as facilitator with those providers.

If Client requires help with anything beyond the design and development of Client's site, Designer will review the extent of Client's needs and together will decide as to which fee structure will best serve the Client. If requests are beyond the technical offerings of Designer and outside the scope of Web Design offerings, Designer will endeavor to refer Client to those who provide those services.

### **Both Parties Agree**

Client attests that they have the power and authority to enter into this contract on behalf of Client's company or organization. Client agrees to provide everything that the Designer needs to complete the Project in a timely manner - including concepts based on what the Client envisions in terms of content and look. Client also agrees to provide Designer with text, images, spec sheets and other information, as and when, Designer needs it and, in the format, that Designer requests.

Client agrees to review Designer's work, provide feedback and sign-off approval in a timely manner. Deadlines work two ways, and the Client will be mutually bound by any dates set forth by both parties. Client also agrees to adhere to the payment schedule set out in the Payments & Preferred Methods section of this contract.

Designer has the experience and ability to perform the services Client needs as defined by the Project language and agrees to carry them out in a professional and timely manner. Designer will strive to meet all deadlines mutually set forth by both parties, but Designer cannot be responsible for a missed launch date or deadline if Client has been late in supplying materials or has not approved or signed off work on-time at any stage of the Project.

### **Legal Provisions**

Designer cannot guarantee that the functions contained in a completed design will always be error-free and as such Designer cannot be liable to Client or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of, or inability to, operate this website and any other Designer designs, even if Client has advised Designer of the possibilities of such damages.

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

### Copyrights

Client guarantees to Designer that any elements of text, graphics, photos, designs, trademarks, logos or other artwork that Client provides Designer for inclusion in any and all designs are either owned by Client, or that Client has express written permission by the owner of the medium to use them.

Once Client has made the final payment, any and all copyright material (if available) is automatically assigned. Client will then own the graphics and other visual elements that Designer created for Client for this project. Designer will give Client a copy of all files and Client should store them safely as Designer is not required to keep them or provide any native source files that Designer used in making them.

Client will then own text content, photographs and other data Client provided, unless someone else owns them. Designer owns the XHTML markup, CSS and other code in perpetuity and Designer licenses it to Client for use on only this Project.

To showcase our work and share what Designer has designed for previous Clients, Designer also reserves the right to display and link to Client's completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design and concepts.

Client is responsible for the submission and associated costs of any and all filings and fees to formalize the copyright process with the U.S. Copyright Office of the federal government if copyrights are needed for any custom graphics such as logos.

### Payments & Preferred Methods

Designer is a small firm, and we are confident that our Clients understand how important it is to receive prompt payment on all invoices sent by Designer to Client. To avoid confusion, we are defining our payment policies as follows:

- 50% Project Fee Retainer is required to begin any and all Projects
- Upon completion and transfer of Project to Client the remaining balance is due and payable within 30 days of receipt.
- *Unfortunately, we can no longer accept checks*

LATE FEES: A \$75 service charge is payable on all overdue balances for reissuing each invoice at 45, 60, 75 and 90 days from the date of original invoice.

We use an online business account and invoices will be sent to your email in the form of an electronic invoice that arrives in your email inbox and can be paid directly using a debit or credit card. Simply open the PayPal e-invoice in your email and click “Pay Invoice” in the upper left corner.

### Expenses

Client will be responsible for reimbursement of all expenses to Designer arising from this Project, which may include payment of sales tax due, and agree to pay in advance for any and all anticipated costs, including but not limited to Stock Photography, Artwork, printing of PROOFS and or material needed for the Project.

### Changes

Client must assume that all Change Requests – including, but not limited to - additions, alterations, changes in content, layout or processes requested, will alter the time and cost of the Project during the design phase. New estimates to go forward with this Project may be required at that time.

Restating the declaration in the above section in this document titled Copyrights, Client warrants that they hold proper copyright or license to all files provided the Designer for inclusion in the contracted designs and therefore Designer is released from all liability for any accidental copyright or trademark infringement. The Client is responsible for all copy, content and designs.

If infringement has occurred resulting from the Client’s oversight and changes are required in order to conform to copyright laws, Designer affirms that responsibility lies with the Client for errors in copy or design and that any costs incurred to make the necessary corrections will be borne entirely by the Client.

## Intellectual Property Provisions

The Designer retains ownership of all original artwork designed by our firm, whether preliminary or final, and the Client shall return such artwork within 30 days of use unless indicated otherwise below. If transfer of ownership of all rights is desired, the rates may be increased. If the Client wants the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the hourly rate on the time billed or the entire project cost.

The copyright for final graphics will be transferred to Client when payment in full is received. Vector design files are deliverable to the Client for maps and QRaphics designed in full by the Designer, unless otherwise agreed to at the start of the Project. Designer will retain license to use any designs produced for portfolio, promotion, advertising, or award submission purposes, whether in print, online, photographic or digital formats, and may add the Client's name to the public Client list. The Designer appreciates being sent a copy of any design printed by the Client.

The Designer warrants and represents that, to the best of the firm's knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original, or - if previously published, that consent to use has been obtained on an unlimited basis; that the Designer has full authority to make this agreement; and that the work prepared by the Designer does not contain any scandalous, libelous, or unlawful matter.

This warranty does not extend to any uses that the Client or others may make of the Designer's product that may infringe on the rights of others. Client expressly agrees that it will hold the Designer harmless for all liability caused by the Client's use of the Designer's product to the extent such use infringes on the rights of others.

## Cancellation

In the event of cancellation of this Project, ownership of all copyrights original content and graphics shall be retained by the Designer. If the Project is in progress a cancellation fee for work completed, and expenses already incurred, will be billed to the Client on demand and payment will be due within 10 days of invoice receipt. Our fee is based on the hours invested at the time of the cancellation in addition to a flat fee of \$250 or 50% of the remaining hours that were expected to be completed on the project, whichever is greater. If the Project is completed and rejected, a 100% Project fee is due whether delivered to the Client or not.

**Non-Transferrable**

This Agreement is non-transferable. Client may not assign this contract to anyone else without our permission. This contract stays in place until the Project is complete and paid in full, or at such time that one or both parties has Cancelled this Agreement. If for some reason, one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

**Acceptance of Terms**

Signatures of both Designer & Client below creates a binding contract unless otherwise severed in writing and agreed upon by both parties.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_  
Leah L. Burton, RYPL FX

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_