

WordPress Services Scope and Contract

Maintenance Agreement For An Existing Site

Your contact information:

Name: _____

Phone Number: _____

Address: _____

Email: _____

My contact information:

<http://WordPressArtAndScience>

Adrian@WordPressArtAndScience.com

970-281-5548

Adrian Smith, PO Box 2050, Rapid City, SD 57709-2050

This document outlines project terms, scope and time lines.

Contract Terms

Payment Schedule

Cost is \$70/month or \$700/year. If a monthly package is agreed on payment will be made each month by the agreed upon date.

Payment can be made via cash, check or online via Bitcoin or PayPal. WordPress Art & Science (WPA&S) will send you a PayPal invoice if you choose to pay with PayPal. All payments via PayPal will include an additional \$5 service charge regardless of the amount of payment.

Make checks payable to "Chaotic Adventures LLC". There will be an additional \$50 fee for each check which fails to clear for any reason.

Payment past due. All invoices are due in 30 days unless otherwise specified. Past due fees are \$50 or 20% of the invoiced amount, whichever is greater.

Cancellation Of Maintenance Agreement

In the event the client chooses to terminate this service agreement no payments that have been made will be refunded. Notice of cancellation must be made in writing or via email.

What Is Included In This Agreement

1. Fixing minor problems with your site.
2. Backing up the file system.
3. Backing up the database.
4. Optimizing the database.
5. Upgrading WordPress, plugins and themes. I will perform backups before upgrades and if the upgrade breaks any thing restore the site to its condition before the upgrade. For critical upgrades such as the WordPress core and essential plugins I will usually upgrade my websites first, wait a few days to make sure nothing blows up, then update client websites.
6. One hour each month of time for doing things such as tweaks to your site, researching and installing plugins, theme configuration, pretty much anything that might need doing on your site. If you need a short tutorial video on some aspect of WordPress that is included.

These are “use them or lose them”. Unused hours do not carry forward nor have any refundable value. Any additional hours worked in a given month are billed at \$65 / hour. If the work is not critical I will save it for next month and use your free hour from that month.

7. I will install plugins to enhance the security of your site and reduce referral spam if you do not already have plugins that perform those functions.

What is Not Included in This Agreement

Copy writing, photography, logo design or other graphic design are not included as part of this contact.

Any of these services may be provided at the discretion of WordPress Art & Science on a per instance basis. Or they may be outsourced by WordPress Art & Science in which case the client will be billed for the cost of those services. Otherwise these services will be provided by the client.

WordPress Art & Science does not provide SEO or social media services or strategy beyond maintaining plugins necessary for SEO and social media integration.

Restoring your site from backups if you broke it. This would be billed at standard rates.

One-on-one tutoring is not included in the maintenance package “1 hour of time”.

Pretty much anything not detailed in the “what is included” section.

Delivery of Project/Schedule

The exact timing of backups, updates and the included one hour of service shall be performed at the discretion of WPA&S. Urgent or critical problems, as defined by WPA&S, will be attended to as soon as reasonably possible.

You agree not to hold WordPress Art & Science liable for any delays in the completion of the project due to negligence of a third party, unforeseen illness or events, or external forces beyond our control. If any of those things should happen we will notify you as soon as possible with an extended delivery date.

Best Effort

When making changes to your website the limits of technology may prevent the creation of “exactly” what you want to achieve. WordPress Art & Science will make best efforts to structure your web site exactly as you request. When this can not be done we will explain why and present alternatives.

Travel Fees

When applicable, a travel charge of \$30 per hour will apply for any travel time over 30 minutes. Travel charges will be rounded up in 30 minute increments. Travel and lodging expenses will be invoiced as incurred and are due upon receipt.

Additional Costs

You will be responsible for the purchase of web hosting, domain name registration, themes, plugins and any other software or service required or desired for your website. WordPress Art & Science uses free of cost plugins and software for your site unless you approve otherwise. Any additional costs for plugins, theme, or other software/services will be invoiced as incurred and are due upon receipt.

Limitation of Contract and Damages

You agree to hold WordPress Art & Science harmless for any and all damages which may arise to your reputation or brand from our work for you.

You agree that WordPress Art & Science shall not be liable beyond a refund of any amounts previously paid for any reason.

WordPress Art & Science will maintain backups of your files and database. All caution will be exercised to prevent loss of data. Regardless of this, you agree not to hold WPA&S responsible or liable for any loss of data.

Payments

Prompt and complete payment is appreciated. Failure to make payments on schedule will result in maintenance being placed on hold until payment is received.

Delivery of Materials

For projects to be completed on schedule WordPress Art & Science will need prompt and timely responses from you when we request materials or information.

Mediation

If any dispute arises between the parties in this contract all parties agree to resolve the dispute under South Dakota law, in the proper venue in the State of South Dakota. Both parties all agree that if good faith negotiation fails to resolve any dispute the parties will participate in mediation before pursuing arbitration or litigation.

Copyright Of Material Used

The client is responsible for obtaining or owning the copyright or use rights to all copy, text, photographs, logos, graphics, art and other visual or audio information used on the website.

The client affirms that copyright is owned or use rights have been obtained for all information and media turned over to WPA&S for inclusion on the website. The client agrees to not hold WordPress Art & Science responsible in any copyright disputes or claims.

Non-Exclusivity

There is no exclusive contract between WordPress Art & Science and the client. All software will be free or if purchased will be purchased by the client. The client will have all information and access required to allow themselves and other administrators full access to and control of the website.

Information Client Will Need To Provide

In order to deal with problems which may arise, comply with client requests, and respond to problems and requests as soon as possible WPA&S needs to have the following credentials for the WordPress sites and related accounts covered by this contract.

1. A WordPress login with administrator privileges.
2. A FTP account will full file system access.
3. Access to cPanel and PHPMyAdmin.

Failure to provide these three levels of access may result in delayed work or prevent tasks from being completed at all.

Additionally access to domain name registration will be required if domain names are being transferred or if DNS settings are made at the name registrar and not at the hosting package.

Acceptance of Agreement

I, the client of WordPress Art & Science, have read the above prices, specifications and conditions, which are hereby accepted. WordPress Art & Science is authorized to execute the project as outlined here. Payment will be made as outlined in this contract. This agreement will not be considered valid until signed and returned to WordPress Art & Science.

Client Signature: _____

Print Name: _____

Company: _____

Date: _____

Provider Signature: _____

Print Name: Adrian Smith :: Company: WordPress Art & Science / Chaotic Adventures LLC

Date: _____

Website(s) Covered Under This Agreement:

Yearly Plan Effective Dates: _____

Yearly Plan Renewal Date: _____

Monthly Plan Effective Date: _____

Monthly Plan Payments Due On: _____

Additional Terms of Agreement:
