

WordPress Services Scope and Contract

Building a New Website or Renovating 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

Rates: \$85 for the first hour ever. \$65 for each additional hour. Timekeeping is rounded up in 15 minute increments.

At the time of signing the contract 50% of the estimate is due as a deposit. That deposit will then be applied to the project hours worked at the agreed upon hourly rate. Once the deposit has been exhausted 25% of the remaining estimate is due before work will continue. Upon completion of the website the final 25% of the estimate is due along with payment for any additional hours over the estimate.

Final payment is due upon completion of the project and prior to turning over the website and related files to the client. Copyright and control of the website will transfer to the client **only** upon receipt of final payment to include payment for any additional hours over the estimate.

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.

Planning Conversation

It is recommended there be a conversation in person between WordPress Art & Science and the client prior to the start of website design or renovation. At this time the client should convey in as much detail as possible specifics regarding the look of the final website, how it needs to be organized and how it needs to function.

It is recommended the client review the following information prior to the planning conversation in order to best plan the site design.

<https://www.wordpressartandscience.com/wordpress-resource/questions-to-help-you-design-your-website/>

Or navigate to WordPressArtAndScience.com and in the main menu mouse over “resources” and click on “Questions to help you design your website.” in the dropdown menu.

In the absence of detailed information or clarification from the client WordPress Art & Science will make the best judgement calls we can based on experience and our understanding of the project scope.

Best Effort

Sometimes the limits of technology prevent creating “exactly” what the client wants to achieve. WordPress Art & Science will make best efforts to structure the web site exactly as requested. When this can not be done we will explain why and present alternatives.

Cancellation Of Project

In the event of termination of this project your 50% deposit will not be refunded regardless of the number of accrued project hours.

All accrued project hours will be billed to you at a rate of \$65/hour and access to any work in-progress may be terminated. These hourly fees will be deducted from payments you have already made and you will be billed for any remaining amount or refunded any remaining amount beyond the 50% deposit as applicable.

Notice of cancellation must be made in writing or via email.

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.

Delivery of Project/Schedule

Unforeseen costs sometimes arise from revisions or modifications to the project plan. WordPress Art & Science will notify you of any unforeseen costs and we will actively work to find an alternative. WPA&S will not exceed the estimate amount without your prior permission.

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.

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 during the process of building or rebuilding a website. 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.

Revisions

Once the initial structure of the site has been constructed you will be notified. At this point please start providing feedback about what should be changed. Please communicate all request for revisions via email for easier tracking. Meaningful and relevant subject lines on your emails are appreciated.

A certain amount of revisions are expected as part of the process and are factored in to the estimated project hours. Be aware that excessive revision may push the actual project hours beyond the estimation.

Payments

Prompt and complete payment is appreciated. Failure to make full payments on schedule or as billed will result in your project being put on hold until payment is received and your completion date may be moved back.

Delivery of Materials

For the project 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.

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.

Search Engine Optimization (SEO) capability and the tools to track keywords and traffic will be designed into the website. Tools to manage and configure SEO will be installed. Advanced SEO configuration is the responsibility of the client.

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

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 of cost or if purchased will be purchased by the client. All passwords and account access will be turned over to the client no later than the Turn Over Meeting. The client will have all information and access required to allow themselves and other administrators full access to and control of the website.

Turn Over Meeting

When practical a final meeting will be held between WordPress Art & Science and the client at which time the website will be officially turned over to the client. After this meeting WordPress Art & Science will no longer provide service, maintenance, backups, updates nor make changes or edits to the website under this contract. You may still purchase services from WordPress Art & Science if you so desire at normal hourly rates or purchase a maintenance package for continued support.

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:

Payment Schedule: Total Amount Due: _____

50% due: _____

25% due: _____

25% due: _____

Any Deadlines Will Be Noted Here: _____

