

WordPress Services Scope and Contract

Ongoing Services 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

Payment is made in advance of work being performed. Rates: \$85 for the first hour ever. \$65 for each additional hour. Timekeeping is rounded up in 15 minute increments. Purchased hours constitute your time bank. Hours worked will be tracked and deducted from the time bank. Client may purchase any number of hours of work in advance. When or if the time bank reaches zero further service may be halted until payment is made.

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.

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 Services

Should the client choose to terminate this agreement any remaining time balance of 5 hours or less shall not be refunded. Any time balance greater than 5 hours shall be refunded at a rate of 50%. 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

Requested work will be performed as soon as reasonably possible. If the requested work has a deadline WPA&S will make all efforts to meet it if given at least 72 hours notice of the deadline.

Critical problems as defined by WPA&S will be given the highest possible priority. Understand this means other clients with critical problems will be prioritized over less critical problems you are experiencing and may delay work on your site.

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.

Payments

Prompt and complete payment is appreciated. Failure to make payments on schedule or as billed will result in your project being put on hold until payment is received.

Delivery of Materials

For specific 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.

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.

Non-Exclusivity

There is no exclusive contract between WordPress Art & Science and the client. All software will be open source and free or if purchased will be purchased by the client or by WordPress Art & Science for the client. All passwords and account access will be turned over to 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.

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.

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 Received On This Date: _____

