



Visual Verge Web Design Agreement

Client's Name _____ **Contact Name** _____

Contact Phone Number _____ **Fax Number** _____

Company/Business Name _____

Address _____

City _____ **State/Province** _____

Zip/Post Code _____ **Country** _____

Email _____

Present Web Address URL (If Any) _____

If No Domain Name, You Are Requesting for? _____

Temporary Username (*While Site Being Design*) _____

Temporary Password (*While Site Being Design*) _____

1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging Visual Verge LLC (VisVerge.Com) as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on Visual Verge LLC Hosting account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after referring to as "Hosting Service". The Client hereby authorizes Visual Verge LLC (VisVerge.Com) to access this account and authorizes the Hosting Service to provide Visual Verge LLC (VisVerge.Com) and its designer, Visual Verge LLC (VisVerge.Com), with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes Visual Verge LLC (VisVerge.Com) to submit the completed Web Design Project to major Web Search Engines (Google).

2. Development.

This Web Design Project will be developed using Microsoft® Expression, Theme Builder, Bootstrap, Adobe® Photoshop and other web software. Format: WordPress®, HTML5, CSS, XML, PHP, MySQL, JavaScript.

- **Compatibility** - Designing a web site to fully work in multiple browsers and mobile devices (and browser versions) can require considerable extra effort. It could also involve creating multiple versions of code/pages. Visual Verge LLC (VisVerge.Com) represents and warrants that the web site we design for you will work in:
 - Microsoft® Internet Explorer versions 5 and up

- Microsoft Edge® Browser
- Safari 5.1.10 for OS X Snow
- Netscape Navigator/Communicator version 4 and up
- Mozilla Firefox version 1.0 and up
- Google Chrome

While Visual Verge LLC (VisVerge.Com) will make reasonable efforts to design a fully functional web site, Visual Verge LLC (VisVerge.Com)'s warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

- **For People with Disabilities** – Visual Verge LLC (VisVerge.Com)' standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

3. Assignment for Web Design Project.

Visual Verge LLC (VisVerge.Com) reserves the right, and you hereby agree to assign an independent contractor to this Web Design Project to ensure that the terms of this agreement are met as well as on-time completion.

4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Visual Verge LLC (VisVerge.Com) for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Visual Verge LLC (VisVerge.Com) and Visual Verge LLC (VisVerge.Com) and its independent contractor from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. Web Site Maintenance.

In accordance with the terms of this agreement, your website will get congratulatory minor maintenance updates to its pages for the duration of its existence. The client is responsible for making any modifications to the content that appears on a web page, except for some non-editable portions that are protected by hard code. Maintaining and servicing all security and upgrades for web software as well as any default functionality of the website are going to be the responsibility of Visual Verge LLC.

6. Completion Date.

Visual Verge LLC (VisVerge.Com) and the Client must collaborate to timely complete the Web Design Project. We agree to complete the Web Design Project no later than 30 days after receiving all relevant materials from the client.

7. Project Delivery.

The final web site design project will be published to the hosting service upon receipt of full payment. The Client understands that Visual Verge LLC (VisVerge.Com) provides hosting services in connection with this Web Design Project. Hosting services will be provided by www.VisualVergeHosting.com. The Client allows Visual Verge LLC (VisVerge.Com) full access to the Client's account via FTP (File Transfer Protocol). Visual Verge LLC is fully liable for all hosting service and product renewal fees for as long as the client's website developed by Visual Verge LLC is active (monthly subscription must be current see section 12 paragraph 2). If the client cancels service with Visual Verge LLC, the client will be fully

responsible for all hosting and domain fees thereafter. Once cancellation is executed, no other services, licenses, or software priority rights would be accessible for use.

8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Visual Verge LLC (VisVerge.Com) and Visual Verge LLC (VisVerge.Com) and its independent contractor from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright.

Copyright to the finished web design site produced by Visual Verge LLC (VisVerge.Com) will be owned by Visual Verge LLC (VisVerge.Com). The Client will be assigned the right to use the Web Design Project as a web site once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client and remain the property of their respective owners. Visual Verge LLC (VisVerge.Com) and its independent contractor retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Visual Verge LLC (VisVerge.Com)' Design Services Web Site.

10. Platform & Soft Configuration

Due to software license and priority rights, all websites will be hosted on the Visual Verge Hosting platform (www.visualvergehosting.com). Visual Verge LLC is a DBA of Visual Verge, LLC, which can be found at www.visverge.com. All accounts associated with the client's website, such as Hosting Space, Domain Name, and SiteLock, are registered and owned by the client.

All content created by Visual Verge LLC for the client, including images, banners, and text, belongs solely to the client. No software will be transferred to the client upon cancellation (Software licenses and priority rights of Visual Verge, LLC).

11. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Payment is to be made prior to executing the Web Design Project. In the event that collection is necessary, the Client agrees to pay all fees (including attorney's fees and court costs) associated with that proceeding. This agreement becomes effective only when signed by Visual Verge LLC (VisVerge.Com). Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Bexar County, San Antonio, Texas, and any dispute will be litigated or arbitrated in Bexar County, San Antonio, Texas, and the Client hereby consents to the personal jurisdiction of the San Antonio, Texas State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. The adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full payment is made. All payments will be made in U.S. Dollars.

12. Paying the Fees. The following fees are due and payable to Visual Verge LLC: **\$697.00** one-time cost for design, of which **\$697.00*** is a NON-REFUNDABLE setup fee for online products and software. (*\$150.00 is not an extra cost; it is included in the overall price*). The

cost of **\$59.97** will be refunded to the client if he or she cancels prior to the completion of a web project within the 30-day agreement period.

Setup/Designing Fee due upon signing this agreement, and **\$59.97** Monthly Hosting/Maintenance upkeep fee is due, and each month thereafter, on anniversary website completion date. **Example Only:** (If site was Completed on **June 10, 2012**, your first Hosting/Maintenance/Upkeep/Program Software Fee is due **June 10, 2012**, then each month thereafter). All payments will be made in **U.S. Dollars funds via PAYPAL/STRIPE. NO CHECKS ACCEPTED.**

13. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this agreement and the **Package Price**, attached hereto, and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client, and Visual Verge LLC (VisVerge.Com) agree that the services described in this agreement, and the Package Price, shall be completed for **\$697.00**. The Client agrees to pay to Visual Verge LLC (VisVerge.Com) a Designing Fee in the amount of **\$697.00**. There is a non-refundable of **\$150.00*** from initial Designing Fee upon execution of this agreement. All amounts must be in **U.S. Dollars funds via PAYPAL/STRIPE. NO CHECKS ACCEPTED.**

14. Payment of fees. For Visual Verge LLC to remain in business, payments must be made promptly. Delinquent bills if payment is not received within **10 days** of the due date. Visual Verge LLC reserves the right to remove web pages from viewing on the Internet until delinquent payment is made. This agreement becomes effective only when signed by Visual Verge LLC. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this agreement was entered into in Bexar County, San Antonio, Texas, and any dispute will be litigated or arbitrated in Bexar County, San Antonio, Texas.

15. Legal Notice.

Notwithstanding anything to the contrary contained in this agreement, neither Visual Verge LLC (VisVerge.Com) nor any of its employees or agents warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The Client assumes the whole risk for the Web Design Project's content and client-caused failures, excluding unavoidable occurrences. In no event will Visual Verge LLC (VisVerge.Com) be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software, even if Visual Verge LLC (VisVerge.Com) has been advised of the possibility of such damages.

16. This Agreement.

This agreement constitutes the sole agreement between Visual Verge LLC (VisVerge.Com) and the Client regarding this Web Design Project. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorized by a written request signed by both Client and Visual Verge LLC (VisVerge.Com). All prices specified in this agreement will be respected for six months following its execution. The client's inability to deliver the essential content and inputs to complete the web design project within this 6-month term will need a new agreement for the continuation of services.

The undersigned hereby agrees to the terms, conditions, and stipulations of this agreement on behalf of his or her Company/Business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

17. Initial Payment and Refund Policy.

This agreement begins upon the Designing Fee payment of \$697.00. Once the client has engaged with agreement and Designing fee is paid, NO Refunds will be issued in the amount of \$697.00* from initial Designing Setup Fees. If the client chooses to cancel after paying the design fee, they will receive a refund of \$59.97 if the agreement has not exceeded 30 days (see section 12).

AGREED TO:

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Print Authorized Full Name (client)

On behalf of the client or client, Title (authorized signature) Date: _____

Print Full Name (Visual Verge LLC.Com Agent)

On behalf of Visual Verge LLC.Com (authorized signature): Date: _____

Work Sheet (initial each block below if agreed to terms):

a. 2 Hour Consultation, Setup Fee, Web Designing, Domain Name, and Hosting Space- \$150.00* *NON-Refundable (This is not an additional fee; it is included in the total project price).*

b. Hosting Space, Maintenance Upkeep, Web Service, Program Software, and Tech Support - \$59.97 Monthly (Each Month thereafter from the website completion date).

*INT NON-REFUNDABLE TOTAL AMOUNT OF THIS AGREEMENT (*Not an Additional FEE, this fee is included in the Total Agreement price*). *150.00

TOTAL AGREEMENT BALANCE \$697.00