# OVERHAULICS WEB DEVELOPMENT SERVICES CONTRACT - HOURLY

This Contract for Web Development Services* is entered into this November 29, 20 , as between Overhaulics, the Computer Services Provider, (hereinafter “PROVIDER”) and

Company Name | Company Address

(the Web Development Services Client, hereinafter “CLIENT”) for the purposes of obtaining Web Developing Services as designed and provided by the PROVIDER and as defined below.

In consideration of the mutual promises contained herein, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PROVIDER and CLIENT hereby agree as follows:

**ARTICLE I. Web Developing Services To Be Provided**

A. SERVICES DEFINED:

- Web Development Services: The work involved in developing a website on the Internet (World Wide Web) for the CLIENT.
- Web Content: All images and writing that will populate the website.
- WordPress CMS: A free and open source blogging tool and a Content Management System (CMS) used to build the CLIENT website.
- Preview Uniform Resource Locator (URL): A link provided that will allow the CLIENT to view the site while it is constructed prior to the site going live.
- Placeholders (Lorem Ipsum): Dummy text of the printing and typesetting industry that allows the CLIENT to visualize the page prior to adding the actual content.
- Turnover of Site Files: Upon completion of web development, all files pertaining to the site will be provided to the CLIENT upon payment in full of the hourls of labor provided by the PROVIDER.
- Project Assets: All images, coding, purchased plugins, files and databases. This does not include content provided by the CLIENT.
- Zip File: A compressed folder containing files.
- A secure file sharing system (Google Drive): A full encrypted cloud storage and file hosting service.
- Themes and Plugins: 3rd party software developed to enhance the capabilities of WordPress and used to build the CLIENT website.

B. INFORMATION PROVIDED BY CLIENT

1. CLIENT is responsible for providing all new site content through emails or Google Drive to the PROVIDER at the following address: (kyle@overhaulics.com). This includes all images and graphics to be used throughout the site, as well as all written content. The PROVIDER can use content on any pre-existing site(s) that the CLIENT owns.

2. The CLIENT must also provide information on their desired website, such as: a proposed layout, number of pages for the site, what content will be on each page(s) and in what format the content is to be displayed on each page.

3. If the site utilizes or connects to an outside service with recurring payments, the CLIENT must register for these services and provide all information required to link the service with the site to the PROVIDER. The PROVIDER will not setup or register

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these services for the CLIENT, but creation of the CLIENT's site will not effect the current service.

C. SERVICES PROVIDED BY PROVIDER:

1. The PROVIDER will use content provided by the CLIENT to build a new website using WordPress*. The PROVIDER will provide a Preview URL* that the CLIENT can use to check progress on the site throughout the entire build process. Once the PROVIDER has completed an initial draft of the site, the PROVIDER will seek feedback from the CLIENT and make any requested changes. All requested changes should be communicated via electronic correspondence. This process will repeat until the CLIENT is satisfied with the website.

2. The PROVIDER will not be supplying original images or writing original site content.

3. PROVIDER may provide placeholders* prior to turnover of the site files from PROVIDER to CLIENT. (Lorem Ipsum) for written content and royalty free images for images.

4. If CLIENT wants the PROVIDER to include stock images, CLIENT agrees to pay for the addition of work and cost of the image from the seller.

5. Upon completion of the site, the PROVIDER will supply all project assets* (Site files and site database) to the CLIENT in the form of a zip file* available for download from a secure file sharing system (Google Drive)*

6. Installation and setup of the site on the CLIENT'S chosen hosting provider is not automatically included in the services provided by the PROVIDER. If the CLIENT wishes to have the PROVIDER perform this work, please let the PROVIDER know prior to the start of the work so the PROVIDER can include such costs in the initial quote.

D. PROJECT TIMEFRAME

1. The PROVIDER will provide a project completion estimate in the quote provided to the CLIENT within 7 days of receipt of all necessary web content from the CLIENT.

2. If the CLIENT does not have all the necessary information available, the PROVIDER will write a quote based upon the information that is currently available. A new contract and invoice can be generated for additional work on the site, once the work outlined in the original contract is complete.

3. The PROVIDER shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence by the CLIENT, unforeseen illness, or external forces beyond the control of the PROVIDER. If such event(s) occur, it shall entitle the PROVIDER to extend the completion/delivery date by a time equivalent to the period of such delay.

4. If the CLIENT wishes to expedite the completion date of the project or wishes the project to meet the previously agreed upon completion date after negligence by the CLIENT, unforeseen illness, or external forces beyond the control of the PROVIDER have taken place, this shall entitle the PROVIDER to add a fee to reprioritize the project above other ongoing projects with their own due dates.

**ARTICLE II. Payments**

A. COST FOR SERVICES

1. The cost of the project will be determined by the PROVIDER via an hourly labor rate and estimated number of hours until completion which will be emailed to the CLIENT. CLIENT may request all line items with a description and price displayed for each. Prior to the first payment and/or the start of any work on the project, the provided quote must be accepted by the CLIENT and the Web Developing Services Contract must be signed by both CLIENT and PROVIDER.

2. Any unforeseen work or underestimation of scope of work discussed by CLIENT and PROVIDER in initial houlry completion estimate will either be excluded from the project or can added on.
    - Real Example: Client made it clear there were albums that needed to be transferred from the old site and setup on new site. Old site was showing 20 albums or around (1000 images) and that is how the project was quoted. In reality there were nearly 36,000 images total hidden throughout the site and in blog posts spanning back 10+ years.

3. Any alteration or deviation from the original terms of the Web Development Services Contract must be agreed upon in writing and said deviation from the original terms of the contract shall be subject to the written approval of both the PROVIDER and the CLIENT.

B. PAYMENT OPTIONS

1. CLIENT can pay online via an invoice provided via email by the PROVIDER, view-able through the Client Area on the Overhaulics website. Acceptable payment methods include: Credit Card, Check, Paypal and Bitcoin.

C. DOWN PAYMENT FOR SERVICES

1. CLIENT must make a down payment equal to 50% of the PROVIDERS estimated labor plus capital cost of purchased themes and plugins BEFORE PROVIDER will begin to work on CLIENT’S website.
    - Capital costs are software and therefore non-refundable purchases.

2. The final payment will include all tracked labor past what the initial down payment already paid for. This payment must be paid to the PROVIDER by the CLIENT prior to turnover of the website to the CLIENT.

D. PENALTIES FOR NON-PAYMENT OR INSUFFICIENT FUNDS:

1. CLIENT must make a down payment equal to 50% of the PROVIDERS quote BEFORE PROVIDER will begin to work on CLIENT’S website. If CLIENT is unable to pay the remaining 50% once the project is completed, ownership of all project assets* will be retained by the PROVIDER.

2. Expenses for all additional work or unforeseen work beyond the PROVIDER’S original quote, and as agreed upon by both the CLIENT and the PROVIDER shall be paid by the CLIENT PRIOR TO turnover of the website* to the CLIENT.

**ARTICLE III. Representations and Warranties**

A. COMMUNICATION

1. All communication between PROVIDER and CLIENT shall be via electronic correspondence.

2. If CLIENT stops responding to email communication for a period of thirty (30) days during the design and development process, the project will be cancelled upon written notice, via electronic correspondence to the CLIENT, any monies paid will be forfeited to the PROVIDER and the contract will become null and void.

    - Projects restarted after that time will be subject to the current availability of the PROVIDER, and will be re-quoted based on current rates for the services remaining. PROVIDER will seek a 50% down payment on the re-quoted piece for remaining work, and will re-start work on the project upon receipt of the down payment.

B. COPYRIGHT

1. The CLIENT guarantees that any information, including, but not limited to the following: text, graphics, photos, designs, trademarks, or other artwork furnished to the PROVIDER for inclusion in the project are owned by the CLIENT, or that the CLIENT has express permission from the rightful owner to use each of the elements. CLIENT agrees to indemnify and hold harmless, protect and defend the PROVIDER and its subcontractors from any claim(s) and/or suit(s) arising from the use of such information furnished to the PROVIDER by the CLIENT.

C. PROFESSIONAL PHOTOGRAPHY

1. If CLIENT submits professional photographs to PROVIDER for use within the website or in print media, the CLIENT will also need to supply a signed release from the photographer allowing PROVIDER to use the photographs in any designs PROVIDER creates for CLIENT, for inclusion in CLIENT’S website.

D. OWNERSHIP OF ASSETS

1. The PROVIDER retains ownership and copyright of all graphics and original artwork within the designed website, whether preliminary or final, until payment has been received in full. Upon receipt of full payment for all services rendered, ownership of the graphics and artwork created by the PROVIDER are transferred to the CLIENT.

    - The CLIENT does not receive the right to redistribute such graphics or artwork upon receipt of CLIENT website. CLIENT can only use such artwork and graphics in it’s own website.

    - Rights to photographs, artwork and graphics not owned by the PROVIDER are specifically not transferred to the CLIENT upon completion of the project, and shall remain the property of the respective owners (such as royalty free photos, graphics and artwork in themes and plugins, etc.)

2. The PROVIDER retains ownership of all coding, theme and plugins files within the designed website, whether preliminary or final, until payment has been received in full. Upon receipt of full payment for all services rendered, ownership of the coding, theme and plugins files within the designed website created by the PROVIDER are

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transferred to the CLIENT.

- All assets used by the PROVIDER from third party sources, purchased or free used in the project are transferred to the CLIENT, upon payment in full.

- Purchased third party assets grant the CLIENT the right to make use of the original work, but on only the site provided by the PROVIDER.

3. The PROVIDER retains the right to use the completed project for the purpose of marketing materials and portfolio.

4. Any preliminary designs not used for CLIENT'S project may be used by the PROVIDER in future projects for other clients.

E. PROOFING OF FINAL PROJECT

1. PROVIDER shall make every effort to ensure the final product is free of any grammatical and spelling errors, before turning over ownership to the CLIENT. It is agreed that it is the CLIENT'S responsibility to ensure that there are no spelling or grammatical errors contained in the final product.

- It is agreed that the PROVIDER is not responsible or held liable for any grammatical or spelling errors contained in the final product once it has been committed to print and/or posted in view of the public.

F. CLAIMS PERIOD

1. Claims for defects, errors, and/or uncompleted work must be made by the CLIENT in writing within a period of thirty (30) days after completion of project. Failure to make such claim within the stated 30 day period shall constitute full and irrevocable acceptance and an admission that PROVIDER fully complied with the terms, conditions, and obligations of this contract.

G. CANCELLATION AND REFUND POLICY

1. If the PROVIDER has received an initial down payment or subsequent payment that is unproportional to the work completed on the project, the such over-payment can be refunded to the CLIENT. Project completion is to be determined by the PROVIDER and does not require mutual agreement with the CLIENT.

H. CHARGEBACKS

1. If PROVIDER receives a chargeback or payment dispute (i.e. Credit Card Dispute) from a credit card company or bank, CLIENT'S service and/or project will be suspended immediately after written notice is provided via electronic correspondence by the PROVIDER to the CLIENT. A $50 chargeback fee (issued to recover fees passed on to PROVIDER by the credit company), plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, files delivered, or any further work is commenced by PROVIDER.

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- CLIENT is advised to contact PROVIDER immediately via electronic correspondence to discuss any billing issues. Requesting a charge-back or opening a PayPal dispute for a valid charge from PROVIDER may be considered fraud, and appropriate legal action may be commenced.

- CLIENT is advised to thoroughly read PROVIDER'S refund policy prior to signing this contract and/or making a down payment.

**ARTICLE IV. Turnover, Training, and Maintenance**

A. TURNOVER

1. CLIENT may request a zipped copy and installer of the site which can be set up on any web host or stored as a launch day backup for safe keeping. PROVIDER will supply backup via a Google Drive link that does not require a Google account to access.

B. TRAINING

1. PROVIDER will provide 30 minutes of training to one individual over the phone or in person at PROVIDERS location. CLIENT may request additional training or training at a requested location or for multiple staff for an hourly rate.

C. MAINTENANCE

1. Unless CLIENT pays for Managed WordPress Hosting, it is not PROVIDERS jobs to provide upkeep for the site. PROVIDER shall not be held liable for any security issues caused due to lack of updates, conflicts with updated plugins and themes or maintaining backups of CLIENTs site.

PROVIDER highly recommends Managed WordPress Hosting as a form of preventative maintenance to keep the site working without issues.

**ARTICLE V. Miscellaneous**

AMENDMENT/WAIVER

This Agreement may not be altered or amended, or any rights hereunder waived, except by a written correspondence executed by the party or parties to be charged with such amendment or waiver. No waiver of any term, provision or condition of this Agreement, in any one or more instances shall be deemed to be, or construed as, a further or continuing waiver of such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

ASSIGNMENT

Neither party may assign their rights and/or delegate their duties or obligations under the terms of this Agreement without the prior written consent of the other party.

COUNTERPARTS

This Agreement may be executed by either party in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

NOTICES

All notices between the parties shall be made in writing and sent to the PROVIDER at kyle@overhaulics.com; and the CLIENT shall be served written notice via electronic correspondence at kyle@overhaulics.com.

BINDING ARBITRATION

CLIENT agrees that, in the event of a dispute, if any, and if such dispute is not resolved by

negotiation, either a] party may submit such dispute to **BINDING** arbitration, and that both parties are then committed to such binding arbitration, in accordance with the then current rules of the American Arbitration Association [AAA] in the city of Denver, State of Colorado, USA, using the laws of Colorado and b] that the arbitrator so selected shall be a non-attorney subject matter expert, and c] that such finding and/or decision of such arbitrator may be entered into any court of competent jurisdiction for enforcement. d] Provider understands that arbitration is instead of litigation, and these dispute resolution terms may only be modified in a writing signed by both parties.

Both parties consent to venue and jurisdiction in the city of Denver, State of Colorado, USA for any action commenced relating to this Agreement or the transactions contemplated herein.

ENTIRE AGREEMENT/SEVERANCE

This Agreement (including the exhibits, addenda and other related documentation) constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and any previous agreements and understandings relating to the Agreement itself, and/or any subject matter addressed herein.

PARTIES IN INTEREST

This Agreement shall be binding law and shall mire to the benefit of, the parties hereto and, except as otherwise prohibited, their respective successors and assigns, and nothing contained in this Agreement, express or implied, is intended to confer upon any other person or entity any benefits, rights or interests.

EFFECTIVE DATE

The effective date of this Agreement is contained in the 1st paragraph of this Agreement.

PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

WAIVER OF ANY BREACH

No waiver of any breach of any covenant, condition or agreement herein contained shall operate as a waiver of the covenant condition or agreement itself or of any subsequent breach thereof.

IN WITNESS WHEREOF, PROVIDER and CLIENT have executed this Website Development Services Contract as of the aforementioned date.

Estimated Hour Range: Minimum Hours to Maximum Hours

Agreed Upon ESTIMATED Project Cost: Project Total Cost

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# Signature Certificate

Document name: OVERHAULICS WEB DEVELOPMENT SERVICES CONTRACT - HOURLY

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