

# Integral Design Solutions

## Website Design & Maintenance Retainer Agreement

Larry Whaley is doing business as: “**Integral Design Solutions**” in this document. This contract provides both Client (the person or company requesting services) and **Integral Design Solutions**, with a formal, binding agreement with respect to website design and maintenance.

### 1. ENGAGEMENT

Client is engaging **Integral Design Solutions** for the specific project of designing and implementing a website for installation to Client’s web host server account. Client agrees to authorize **Integral Design Solutions** access to this account and will supply usernames and passwords as needed.

### 2. WEB HOSTING

The Client understands that web hosting services are separate from design and maintenance services **Integral Design Solutions** reserves the right to offer design and maintenance services only to Clients who subscribe to their web hosting service.

### 3. WORK SCOPE

**Integral Design Solutions** will offer the client a written or verbal project plan based on requirements provided by the Client. The plan will contain cost estimates or budget limitations and an estimated timeline. The project may be quoted on a fixed price basis or an hourly basis. The Client must approve the plan before work will begin. The standard hourly rate for services including WordPress, HTML, PHP and JavaScript work is \$125.00 hour.

### 4. PROGRESS REPORTS

**Integral Design Solutions** shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Client will review and approve progress on a periodic basis.

### 5. DESIGN DEPOSIT

New accounts are required to provide an advance design deposit payment of \$200 or ten percent (10%) of the design budget, whichever is greater, before work begins. The deposit is non refundable should the client not accept the design or otherwise cancel services prior to completion. This payment amount will be credited to the initial design invoice.

### 6. SUBMITTED CONTENT

Client agrees to make every effort to submit content and approvals in a timely manner. **Integral Design Solutions** will not be held responsible if target launch date cannot be met due to late submission of materials by Client. **Integral Design Solutions** will not be held responsible if Client-submitted content contains errors. Excessive revisions and alterations after pages are approved may be billed at the **Integral Design Solutions** standard hourly rate at the time of the service.

### 7. SITE CHANGES AND UPDATES

After website is approved and published, **Integral Design Solutions** will provide 30 days of minor updates and changes as a courtesy. Requested changes and updates deemed as major changes by **Integral Design Solutions** may be billed as new work at the **Integral Design Solutions** applicable hourly rate at the time the service is performed.

### 8. MAINTENANCE VS. HOURLY RATE

Any and all changes to a website requested by the Client will be invoiced monthly at the standard hourly rate. Alternately, optional website maintenance retainer plans are available. Website maintenance includes weekly backups, weekly plugin and theme updates, monitoring, revising, editing, or otherwise making requested minor changes to keep your website up to date. Worked required which exceeds the included hours may be charged at the standard hourly rate.

Search engine optimization (SEO) services are sold separately and are not included in monthly maintenance.

#### **9. CONTENT SERVICES**

**Integral Design Solutions** can provide content services including digital photography and video. Rates depend on application and will be quoted on request. Unless otherwise quoted, stock photos, video, bulk optimization, domain registration, domain transfers and other outsourced services will be prepaid and added to invoice at retail market rates as determined by **Integral Design Solutions**.

#### **10. SEARCH ENGINE OPTIMIZATION SERVICES (SEO)**

**Integral Design Solutions** can provide search engine optimization services. This work is done in accordance with industry best practices and experience. However, **Integral Design Solutions** makes no warranties or representations of any kind regarding search engine results or position. Rates depend on application and will be quoted on request.

#### **11. SEARCH ENGINE SUBMITTAL**

Website designs are typically designed to optimize search engine performance and new websites registered with key search engine companies. However, **Integral Design Solutions** makes no warranties or representations of any kind regarding search engine results or position.

#### **12. CAMPAIGN MANAGEMENT**

Monitoring and management of paid search engine campaigns such as Google Adwords may be available for an extra fee and will be quoted on request. These services are not included in Maintenance.

#### **13. THIRD PARTY CONTRACTORS**

**Integral Design Solutions** reserves the right to contract third party consultants and/or subcontractors if needed.

#### **14. COPYRIGHTS AND TRADEMARKS**

Client represents to **Integral Design Solutions** and unconditionally guarantees that any elements of text, media, photos, or other artwork furnished to **Integral Design Solutions** for inclusion in the website are either owned by Client, or that Client has license or permission from the rightful owner to use each of these elements. Client will hold harmless, protect, and defend **Integral Design Solutions** and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

**Integral Design Solutions** will endeavor to utilize only original or properly licensed content. Content whose source cannot be documented or is otherwise determined to be unlicensed will be removed.

#### **15. DOMAIN NAMES**

At Client's request, **Integral Design Solutions** will make reasonable efforts to transfer ownership and/or registration information of any domain names which were registered on behalf of Client. Unless otherwise agreed, there is a \$50 fee to change the owner of record.

#### **16. COPYRIGHT TO WEB PAGES**

Site design and graphical elements created by **Integral Design Solutions** are owned by **Integral Design Solutions** and copyright is not transferred to Client. Upon final payment for design services, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, media, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Copyright to Client supplied text and images are retained by Client and will not be disclosed or reused by **Integral Design Solutions** unless permission is granted in writing by Client. **Integral Design Solutions** and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. **Integral Design Solutions** reserves the right to include a credit line and hyperlink back to its business website on all web pages designed.

## **17. REFUSAL OR DISCONTINUANCE OF SERVICE**

**Integral Design Solutions** reserves the right to refuse or discontinue service to anyone at the sole discretion of **Integral Design Solutions**. **Integral Design Solutions** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **Integral Design Solutions** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **Integral Design Solutions** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

Client may discontinue service at any time by providing thirty (30) days written notice to **Integral Design Solutions**. Any services which were prepaid may be refunded on a prorated basis by check within 60 days. Any amounts due **Integral Design Solutions** at the time service is discontinued must be paid before the domain name will be released. Design services and retainers are not refundable.

## **18. CONFIDENTIAL INFORMATION**

**Integral Design Solutions** acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to **Integral Design Solutions** or developed by **Integral Design Solutions** in the course of developing the site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of **Integral Design Solutions**.

## **19. BACKUP OF DATA**

**Integral Design Solutions** maintains periodic backups of files and data for accounts which subscribe to website maintenance only. Backups are provided as a service and are not guaranteed. For all other accounts, your use of the service is at your sole risk and **Integral Design Solutions** is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on **Integral Design Solutions** servers.

## **20. WEBSITE PROMOTION**

**Integral Design Solutions** makes no warranties or representations of any kind for the promotion of any website.

## **21. NO WARRANTIES**

**Integral Design Solutions** makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **Integral Design Solutions** or its agents or employees shall create a warranty. **Integral Design Solutions** provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **Integral Design Solutions** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **Integral Design Solutions** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

## **22. LAWS AFFECTING ELECTRONIC COMMERCE**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend **Integral Design Solutions** and its

subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

### **23. PAYMENT**

Integral Design Solutions invoices for hosting and website maintenance services quarterly, in advance. Services are invoiced in advance because they cannot be repossessed or returned in the case of non-payment. Services are invoiced quarterly to keep administrative costs low. Other services are invoiced for and are due at the time they are provided. Payment terms, if offered, are offered at the sole discretion of **Integral Design Solutions**. You agree to make payment in full for the services ordered from **Integral Design Solutions**, by the invoice due date. You agree that all setup fees are non-refundable once setup is completed. You agree that until and unless you notify **Integral Design Solutions** of your desire to cancel any or all services received, those services will be billed on a recurring basis. You agree that if you are paying by credit card, prepayments will be billed and charged automatically, and that **Integral Design Solutions** may apply the amount due to the provided card at any time. You agree that pro-rated refunds for unused time periods will be not provided in the event of account termination.

- You agree to a late payment fee of \$20 if payment is not received by the invoice due date.
- You agree that if a payment remains past due for 15 days past the invoice due date all services may be suspended. This means that the website will be taken offline and email services suspended. You understand that search engines may remove your site from their search results once they detect your website is offline.
- You agree to pay all over due amounts, late fees, and a \$35 service charge to reinstate an account that has been suspended.
- You agree that if a payment remains past due for 60 days past the invoice due date the account will be closed.
- You agree to pay any collection and attorney fees.

### **24. PRIOR AGREEMENTS**

This agreement supersedes any written, electronic, or oral communication you may have had with **Integral Design Solutions** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

### **25. SEVERABILITY**

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

### **26. ARBITRATION**

By using the Services, you hereby submit to the exclusive jurisdiction of the American Arbitration Association ("AAA") in connection with any dispute relating to, concerning or arising out of this Agreement. The arbitration will be conducted before a single arbitrator chosen by **Integral Design Solutions** and will be held at the AAA location chosen by **Integral Design Solutions** in Texas. Payment of all filing, administrative and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this paragraph. In the event you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Integral Design Solutions will pay as much of your filing, administrative, and arbitrator fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitration before the AAA shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The Federal Arbitration Act, and not any state arbitration law, governs all arbitration under this paragraph. All decisions rendered by the arbitrator will be binding and final. The arbitrator's award is final and binding on all parties. The arbitrator's authority to resolve and make written awards is limited to claims between you and **Integral Design Solutions** alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. If you initiate litigation or any other proceeding against **Integral Design**

**Solutions** in violation of this paragraph, you agree to pay Integral Design Solutions's reasonable costs and attorneys' fees incurred in connection with our enforcement of this paragraph.

#### **27. JURISDICTION**

This agreement shall be governed by the laws of the State of Texas.

#### **28. ACKNOWLEDGEMENT**

By ordering our services you are stating and acknowledging that you have read the "Website Design and Maintenance Agreement" and the "Website Hosting Service Contract" and that you understand such terms and conditions and agree to be bound by them without exception.

**Integral Design Solutions** is responsible for keeping the current agreement available on its website. Any changes or modifications thereto must be in writing and signed by both parties.

**Integral Design Solutions** reserves the sole right to modify this agreement at any time without notice. By continuing to subscribe to our services you are stating and acknowledging that you have read the changed terms and conditions and that you understand such terms and conditions and agree to be bound by them without exception.

#### **Other Information**

This is our account service contract. It is fairly standard legalese. Although it may sound harsh, rest assured that we have nothing but good intentions towards our customers. Like all of our policies, the contract is designed to maximize the efficiency and quality of our service for all customers.

**Last Updated 6/24/2019**