



Website Design Terms & Conditions

I. Authorization

The Client is engaging B&A Creations for the specific project of developing and/or improving an existing World Wide Website to be installed on the Client's web space on a web hosting service's computer. The Client hereby authorizes B&A Creations to access this account, and authorizes the web hosting service to provide B&A Creations with "write permission" for the Client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

II. Ownership of Artwork

Until full payment has been made, B&A Creations retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the Client shall obtain ownership of the final artwork to use and distribute as they see fit. B&A Creations retains the ownership of all native files and supporting artwork, and has the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the Client will be given any necessary credit for usage of the project elements.

III. Client Obligations

B&A Creations requests that all photos, copy, and web content be supplied by the Client via e-mail, fax, pick-up, or delivery within 4 weeks of the date of the Agreement. B&A Creations and the Client must work together to complete the website in a timely manner. If this request cannot be fulfilled, it is understood by the Client that B&A Creations will not be held responsible for missing or delaying any deadlines set by the Client.

IV. Progress Reports

B&A Creations 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. B&A Creations shall inform the Client promptly by telephone or e-mail upon discovery of any event or problem that may delay the scheduling of projects.

V. Proofing of Final Project

B&A Creations shall make every effort to ensure the final product is free of any grammatical and spelling errors before giving the final product 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 B&A Creations is not responsible or held liable for any errors contained in the final product after the final product has been approved by the Client and is posted in view of the public.

VI. Client Alterations

There shall be no charges to the Client for revisions, corrections, or additions made necessary by errors on the part of B&A Creations. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the site design. The Client shall be responsible for making additional payments according to the current pricing structure for any Client's Alterations and any other changes in original assignment requested by the Client.

VII. Maintenance

The Agreement includes maintenance to the website for a period of 2 weeks after completion, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text, nor does it include making adjustments to any graphic materials. Minor updates should not exceed more than 30% content change of any single page. Changes requested by the Client beyond those limits will be considered Client's Alterations and shall be billed at the rate noted herein. If the Client or an agent other than B&A Creations attempts updating the website, time to repair web pages will be assessed at the hourly rate, and is not covered under the initial two week maintenance period. In addition, B&A Creations offers web maintenance services to be billed monthly for updates requested by the Client at \$65 per hour and/or \$75-\$125 per additional web page.

VIII. Additional Services

Any revisions, additions, or redesign the Client wishes B&A Creations to perform which are not specified in the Agreement shall be considered "additional" and may require a separate Agreement and payment terms. B&A Creations shall advise the Client on any requested work that falls within these bounds.

IX. Other Expenses

The Client shall reimburse B&A Creations for all expenses arising from this assignment, including but not limited to, postage, shipping, and extensive travel.



X. Payment Terms

Acceptable forms of payment may include credit card, cash, or check made out to "B&A Creations." Should collection activities become necessary, the Client agrees to pay all fees relating to said collection activities.

a. Website Design

A \$300 non-refundable deposit is due at the signing of the Agreement prior to the commencement of any work. Once the initial design concept has been approved, 50% of the estimated cost shall be due. Further development will not proceed until receipt of this payment. The balance shall be due at the delivery of the site prior to posting live. In the event that the Client prolongs the completion date for more than 60 days by failure to respond to inquiries or approval requests, B&A Creations reserves the right to be paid in full for all work completed up to that point. If payment is still not received within 15 days of this period, B&A Creations will remove all files pertaining to this Agreement from the server and collection activities may become necessary.

b. Web Maintenance

Payment terms for Web Maintenance services are NET-30, and these services are billed on a monthly basis. If payment is not received within 15 days of invoice due date, B&A Creations will attempt to charge the credit card on file if applicable. Additionally, we reserve the right to place a hold on all current projects with the Client until payment has been received in full. If an amount remains delinquent 45 days after invoice due date, collection activities may become necessary.

XI. Limitation of Liability

Client agrees that it shall not hold B&A Creations liable for any incidental or consequential losses which arise from B&A Creations' failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of B&A Creations or a third party. Additionally, B&A Creations shall not be held responsible for any third party actions that result in loss or damage to the Client's property or alterations made to the Client's website.

XII. Trademarks & Copyrights

The Client represents to B&A Creations and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to B&A Creations for inclusion in web pages 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, and defend B&A Creations from any claim or suit arising from the use of such elements furnished by the Client.

XIII. Design Credit

The Client agrees that B&A Creations may place a small, unobtrusive text link at the bottom of web pages constructed, establishing design and developing credit. The Client agrees to display this link for as long as the website, designed by B&A Creations, is publicly displayed on the internet, regardless of where the site is hosted or maintained. Removal of this design credit may result in additional fees.

XIV. Cancellation/Termination

You may cancel your Website Design Agreement with us at any time by giving us written notice, provided that payment is up-to-date. Regardless of when the assignment is terminated, all billable expenses already incurred by B&A Creations or B&A Creations is liable to pay for shall be paid by the Client in full at the time of termination.

XV. Confidentiality

All correspondence and documents provided will be treated as confidential between the Client and B&A Creations, unless consent has been granted by both parties involved. Information shall not be considered confidential if it is already publicly known through no act of B&A Creations.

XVI. Legal Fees

In the event that B&A Creations must settle a dispute over payment in court with the Client, the Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of B&A Creations.

XVII. Changes to Agreement

B&A Creations may change the rates, fees, and terms of this Agreement at any time we see fit. These changes will be made public knowledge by being posted on our website at www.bacreations.com, and are available at any time for download.