

# Terms & Conditions

## Standard features with every website:

- ✓ **Advanced needs analysis, marketing consultation**
- ✓ **One-on-one guidance through planning process**
- ✓ **Creation of tailored Marketing Calendar**
- ✓ **Installation & configuration of WordPress software on your hosting**
- ✓ **Installation & configuration of your WordPress Theme\* using your branding**
- ✓ **Marketing Home Page “billboard” w/call(s) to action**
- ✓ **Custom graphic design labor (up to 3 hours included)**
- ✓ **Up to 50 high-quality images**
- ✓ **Advanced functionality (contact form, social media, automated back-up, security)**
- ✓ **2 contact forms: 1 custom, 1 simple (newsletter, etc.)**
- ✓ **Up to 20 static pages/posts (may include image gallery)**
- ✓ **One-on-one website/marketing training (3hrs.)**
- ✓ **One-on-one coaching support (3hrs.)**

60 day warranty (we take care of changes, fixes, etc. while we coach you to work on your site.)

\*Not included. (Typically \$40-60, we'll discuss that before you purchase)

**By purchasing from Brass Ring Web Design, you confirm that you (the client) agree to adhere by these terms and conditions of these terms of service. These terms of service represent an agreement between you (the client) and Brass Ring Web Design (the developer)**

1. **Time for Payment** - All invoices are payable upon receipt. The grant of any license or right of copyright is conditioned on receipt of full payment. Any extras must be paid prior to website launch.
2. **Default in Payment** - The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.
3. **Estimates** - If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
4. **Expenses** - The Client shall reimburse the Developer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment and shall advance \$TBD (if any) to the Developer for payment of said expenses.
5. **Progress Reports** - The Developer 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 digital media. The Developer shall inform the Client promptly by telephone upon discovery of any event or problem that may significantly delay the development of the work.
6. **Changes** - The Client shall be responsible for making additional payments for changes requested by the Client in original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description. **The Client shall offer the Developer the first opportunity to make any changes.**
7. **Designee** - The Developer shall designate (*Edward A. Sanchez*) and the Client shall designate one individual as the only designated persons who will send and accept all deliverables and receive and make all communications between the Developer and the Client. **Neither party shall have any obligation to consider for approval or respond to materials or instructions submitted other than through the designated persons designated in “website planner form”.** Each party has the right to change its designated person upon 5 days written notice to the other.
8. **Hosting** - The Client authorizes the developer to access their website hosting account for purposes of ascertaining status, settings along with making any necessary changes needed for purposes of this project.
9. **Website Maintenance** - The Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Website after launch during the Warranty Period of **60** days at no cost to the Client. Such assistance shall not exceed 1 hour per calendar month. **After the expiration of the Warranty Period**, the Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Website on the Internet for an annual fee of **N/A** for a period of **N/A** years after the last day of the Warranty Period payable thirty (30) days prior to the commencement date of each year of the Maintenance Period. Such maintenance shall include correcting any errors or any failure of the Website to conform to the specifications. Maintenance shall not include the development of enhancements to the originally contracted project.
10. **Confidential Information** - The Developer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, including all materials containing said information, which are supplied by the Client to the Developer or developed by the Developer in the course of developing the digital media are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Developer.
11. **Return of Source Information** - Upon the Client's acceptance of the Golden Master, launch of website or upon the cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided to the Developer.
12. **Ownership of Copyright** - Client acknowledges and agrees that Developer retains all rights to copyright in any **original artwork created by developer**.
13. **Ownership and Return of Artwork** - The Developer retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of the Developer's ownership of the art subject to this agreement because of any change or evolution of the law and will return all artwork within thirty (30) days of use.

14. **Cancellation** - In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Developer. If, for any reason, client should decide to cancel this order, 15% of total shall be retained by designer until such point as work commences. Once work commences, if assignment is cancelled, fee owed will be based upon actual work completed. (See rates above)
15. **Ownership of Engine** - The Developer retains ownership of all engines used in the production of the product unless those engines are provided by the Client.
16. **Credit** - The Developer shall be given credit in footer of site in this form: **WordPress Website by Brass Ring Web Design (incl. Link)**
17. **Alterations** - Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the Developer. The Developer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.
18. **Limitation of Liability** - Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages which arise from the Developer's 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 the Developer or a third party. Furthermore, the Developer disclaims all implied warranties including the warranty of merchantability & fitness for a particular use
19. **Unauthorized Use and Program Licenses** - The Client will indemnify the Developer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments
20. **Delays** -The Developer will make every good faith effort to meet or exceed any mutually agreed deadlines. It is understood that this is a collaborative process & client agrees to provide completed questionnaire(s), text & image content within a reasonable period of time. We consult with you throughout this process so you'll have guidance. A typical website project takes 6-8 weeks. If an excessive amount of weeks pass and content is not received for us to work with, do understand that reopening files & getting reacquainted with aged projects poses an extra challenge & likely increase overall increase in time expenditure. For this reason, a late fee may apply. Understand that delays can also negatively impact our other active clients' projects. We will discuss creating content for you or hiring out content creation to help you move forward.
21. **Excessive Contact** - We are in business to be of service & do not apply strict limits to the amount of support we give to our clients. The client understands that the developer must ensure it is able to provide quality service to all its clients, and that no clients should be disadvantaged by the behavior of others. **Training time:** Typically up to 3 hours of 1-on-1, in person or by phone after launch to ensure designated staff is able to carry out website content management, etc. **Coaching time:** During 60 day post-launch warranty, we will support trainee(s) to ensure confidence. Typically, 3 total hours but we are dedicated to getting you confident and capable by the end of your warranty period.
22. **Dispute Resolution** - Any disputes in excess of \$5000.00 (maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Creator.
23. **Acceptance of Terms** - Payment for this system indicates acceptance of above terms & conditions.