



AGREEMENT FOR PRODUCTION OF A WEBSITE

FOR of ROCKGYM

Moroservice Construct S.R.L. will be referred to as the designer in this document.

[projectname] will be referred to as the client in this document.

AUTHORIZATION

The client is engaging the designer as an independent designer for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer.

The client hereby authorizes the designer to access their account, and authorizes the web hosting service to provide the designer with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

The client also authorizes the designer to publicize the completed website to Web search engines, as well as other Web directories, indexes and to promote Moroservice Construct S.R.L. with a link back located on a visible but unobtrusive section of the website.

DESCRIPTION OF PROJECT AND PROCESS

1. Moroservice Construct S.R.L. will plan, code, and design a website for individual or corporate use to the specifications required by the client. The client is required to either give exact specifications or have Moroservice Construct S.R.L. do their best to meet the general requirements laid out by the client.
2. The estimate describe in this document is only referring to the site specifications given by the client at the time this document was printed. The date can be found on the bottom of this page. Additional work not included with this document will require further payment deemed necessary by Moroservice Construct S.R.L.. If the web site requires revisions the client will be billed accordingly and a new invoice will be issued.
3. The process for the presentation of graphics consists of Moroservice Construct S.R.L. providing drafts and asking for feedback from the client. The client then gives feedback or approves of the images being used before they are put in place. The estimate assumes 2 rounds of this process will suffice for image creation.
4. All content on the website will be provided by the client for Moroservice Construct S.R.L. to use. This content will be displayed as final drafts on the website and should be pre-read and checked by the client before issuing for use with the website. The content should be labelled depending on the placement that it is needed on the site. For example, the " About Us" content should contain information about the individual or corporation and be labelled as such.
5. To maintain our portfolio credentials and integrity we, Moroservice Construct S.R.L., shall be entitled to place an unobtrusive credit with a hypertext link to our website in the footer on each. Moroservice Construct S.R.L. is also entitled to reproduce samples of the client's website in our portfolio and in our marketing material.

SITE SPECIFICATION

The website will consist of html and PHP based design unless otherwise noted. The site will provide general information about the client without the need of consent supervision. The client is required to maintain the website unless major modification is required. Moroservice Construct S.R.L. hold no responsibility for the website after the initial build. We, Moroservice Construct S.R.L., however will provide support and general website upkeep as needed. If the client needs more then general upkeep the client is required to pay a fee for whatever is changed. Please refer to article 2 in the above text for more information.

COMPLETION DATE

The designer and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than [duedate].

If the client does not supply the designer complete text and graphics content for all pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation

fee of 10% of the total contract price will also be assessed each month until the website is advertised.

ASSIGNMENT OF PROJECT

Moroservice Construct S.R.L. reserve the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. Moroservice Construct S.R.L. will bring to the attention of the client if any subcontractors will be used to work on the client's project and that subcontractor will be required to sign an NDA before any information is given and before any work is assigned to the subcontractor.

SINGLE POINT OF CONTACT

[clientname] has been added to this contract as a single point of contact between Moroservice Construct S.R.L. and [projectname]. All changes, updates, approvals, and modifications should come through this person in order to keep the project on task and on time. Any inquiries made outside of this point of contact will be pushed through the point of contact for verification.

PRICE ESTIMATE AND PAYMENT ARRANGEMENTS

1. Moroservice Construct S.R.L. estimates that the cost for producing the website described in the site specification will be RON[projectamount].
2. Payments will be as follows: A deposit of [paymentschedule] of the estimate total (RON[monthly]) is due upon the signing of this agreement before work begins.

The remaining estimated total adjusted for changes in the estimate, if necessary, is due in increments of [paymentschedule] of the estimate total (RON[projectamount]) with any remaining balance due upon completion of the site or within (7) seven days. Completion is when the site is finished and all content is added and approved.

Payments can be made via check or on-line via credit card or Paypal. If a payment is made on-line using a credit card, Paypal account, or any other means of electronic payment, the payment may be susceptible to fees charge to process the payment.

Delinquent bills will be assessed a RON15 charge if payment is not received within 15 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency. If an amount remains delinquent 120 days after its due date, Moroservice Construct S.R.L. reserves the right to remove the webpage(s) from viewing on the Internet until final payment is made. Any items created by Moroservice Construct S.R.L. including logos, mock-ups, website designs, and domain names remain property and copyright of Moroservice Construct S.R.L. until the payment is paid in full by the client.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by the designer or a Moroservice Construct S.R.L. representative.

REFUND POLICY

If the client halts work and applies by registered letter for a refund within 30 days, to Moroservice Construct S.R.L., work completed shall be billed at half of the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

REVISIONS AND REWRITES

Changes requested by the client that are not included in this contract and / or project scope will be billed at an hourly rate of RON[hourlyrate] per hour. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an on-line store, art, photo, graphics services, and helping clients learn how to use their own web page editor.

We allow for 2 revisions during the development of the project. Any revisions or additional requirements beyond the initial allowed revisions and requirements included in the project scope will be assessed and charged for at our hourly rate of RON[hourlyrate].

All billable changes will be documented and brought to the attention of the client before any charges are accrued.

SOLE AGREEMENT

The agreement contained in this "AGREEMENT FOR PRODUCTION OF A WEB SITE" constitutes the sole agreement between the designer (of Moroservice Construct S.R.L.) and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honoured for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

LEGAL INFORMATION

Moroservice Construct S.R.L. does not warrant that the functions contained in these web pages or the Internet website will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with the client or hosting company provided to the client by the designer.

In no event will Moroservice Construct S.R.L. be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Moroservice Construct S.R.L. has been advised of the possibility of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Copyrights and Trademarks

The client represents to Moroservice Construct S.R.L. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Moroservice Construct S.R.L. 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 Moroservice Construct S.R.L. and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

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 Moroservice Construct S.R.L. and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Copyright to Web pages

Copyright to the finished assembled work of web pages produced by the designer (of Moroservice Construct S.R.L.) is owned by Moroservice Construct S.R.L. until final payment of this contract, the client is assigned rights to use as a website, the design, graphics, and text contained in the finished assembled website. Moroservice Construct S.R.L. and their subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

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

I, [clientname], sign this document stating I have read and agreed to all of the above in cooperation with Moroservice Construct S.R.L. in production and deployment of [projectname]. I also agree that if under any circumstances I cannot afford to pay the remaining balance I forfeit the deposit and will have everything designed by Moroservice Construct S.R.L. revoked and the contract terminated until I can pay the remaining balance in full.

All terms of this contract are contingent upon strike, accidents, or other causes beyond our control.

Moroservice Construct S.R.L. Representative

[signedbydate] (electronically signed)

[signedby]

Client Representative

Clear

Save Signature

Audit Log