# Website Design & Development Agreement Terms

ESTIMATE MUST BE INITIALED AND ATTACHED TO THIS TERM SHEET

# CONFIDENTALITY

2K Web Group will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.

#### PHOTOGRAPHY, LOGO & BRAND ELEMENTS

Items not provided by 2K Web Group including photographs and logo must be provided by Client in high-resolution digital form within two weeks of Agreement execution.

Client represents to 2K Web Group and unconditionally guarantees all photographs or artwork furnished to 2K Web Group for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend 2K Web Group from any claim or suit arising from the use of such elements furnished by the Client.

In the event that Client does not provide photographs or logo by the specified date above, the project will be paused. If more than 60 days has passed without full photographs and or logo files, 2K Web Group will invoice Client for all work completed to date, based upon the percentage of the project finished, including expenses.

#### **APPROVALS**

The process for the creation of visuals and content, such as graphics, page designs, copy and consists of 2K Web Group providing drafts and asking for feedback from Client; the feedback is then used to produce another draft. This scope assumes that 2 rounds of this process for each major element will suffice. Any changes after approval has been given by Client will be billed at \$100/hour and will require a written change order.

# **CHANGES**

Additional work will result in additional charges. Additional work is defined as the addition of significant features, text content creation, any graphic, page design, or actual page requiring more than two rounds of revisions, revisions to text content provided ready for publication, changes to elements which have been finalized, or significant changes in plan, scope, direction or estimate of project. In this case, Client will be provided with a written change order including an estimate for the additional work.

#### **PAYMENTS & BILLING**

The total investment for this project will be \$4,390. Payment shall be made as follows: A deposit equal to half of the estimated total, \$2,195, is due upon signing of this Agreement, before any work begins.

A final half payment (adjusted again for changes in estimate if necessary) is due upon completion of website as specified, before site is published on the internet. Upon full payment of all invoices due, copyright to page designs produced by 2K Web Group for Client shall belong to Client. Secondary materials created by 2K Web Group during production, including drafts, plans, graphic source files, and templates, remain the sole property of 2K Web Group unless other arrangements are made.

#### COMMUNICATION

It is critical that the Client designate one point of contact for this project. Our agreement to provide services is predicated on efficient and timely communication.

Point of Contact Tyler Mc Neil)	Phone Number $(850)342-0718$ is this an IPhone? Y
Email Address + tucneille effetonclet.	
What is your preferred communication method?	phone calltextemail

### **COMMUNICATION DELAYS**

In the event of a communication delay of more than 60 days, 2K Web Group will invoice Client for all work completed to date, based upon the percentage of the project finished, including expenses.

#### **TRAINING**

Before your website is launched 2K Web Group will schedule one in-person or video training session for up to two attendees. This session will include how to update your new website.

# **TECHNICAL SUPPORT**

Complimentary technical support will be provided for 2 weeks after the launch of Client's website for website technical issues only.

# **MAINTENANCE & SUPPORT**

After the launch of website any additions, maintenance, edits, technical support or training is an additional fee. 2K Web Group offers three options. <u>Please select one.</u>

\_\_ VIP maintenance plan: receive small website updates (up to 30 minutes per month), technical support (up to 20 minutes per month), plug-in and security updates performed monthly for \$1,000 annually. Up to 15 hours total per year. \_\_ Hourly maintenance, support or training billed as needed at \$100 per hour. \_\_ Self-maintain

#### **SELF-MAINTAIN OR THIRD-PARTY MODIFICATIONS**

You acknowledge that you or your staff have access to independently edit or update your website. You also acknowledge that anyone other than 2K Web Group who attempts to update the website and impairs the ability for the website to function properly, may result in time to repair and restore the website. In this event, any repairs based on these actions will require additional costs. Any work to repair the website from third-party modifications is outside of the technical support and scope of the ongoing VIP maintenance plan.

#### **CREDITS**

To maintain our portfolio credentials, and the integrity of any applicable copyrights, 2K Web Group shall be entitled to place an unobtrusive credit with a hypertext link ("Website by 2K Web Group") in the footer on each page of the website. 2K Web Group is also entitled to reproduce samples of Client's website in our portfolio and in any marketing materials.

#### **CANCELLATIONS**

Cancellations can be requested in writing by Client or 2K Web Group at any time. 2K Web Group will invoice Client for all work completed to date of request, based upon the percentage of the project finished, including expenses. All incomplete work will remain the property of 2K Web Group. If no work has been completed 2K Web Group will refund Client's full deposit.

# OTHER LEGAL AGREEMENTS

2K Web Group makes no guarantees on website performance, or ADA accessibility after launch of website. 2K Web Group and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in Franklin County, Florida, and any necessary arbitration or litigation will take place in this county. 2K Web Group will not be liable to Client or to any third party for any damages arising from the use of website. 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. This agreement may have attachments consisting of one or more initialed and dated change orders, whose terms shall become part of this agreement.

To be valid, this Agreement must be signed within 30 days of agreement amount specified. Our signatures below indicate our agreement with the call (850) 653-1122 or via email info@2kwebgroup.com.	t date a e terms	and be of this	accompanied by a deposit of the contract. If you have any questions
Client Call (859) 655-1122 or via emai info@zwepgroup.com.	7 Date	30	19
2K Web Group	——— Date		



# **Estimate**

Estimate Prepared For
Jefferson County Clerk of Court
Tyler McNeill
1 Courthouse Circle
Monticello, FL 32244

Project

Jeffersonclerk.com

Issue Date

July 19, 2019

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# Investment

Billing Frequency

# Website Design & Development

4,390

One-Time

- Design: custom designed layout that matches your current branding.
- Mobile: responsive layout that will render beautifully across all devices (phones, tablets, desktops and laptops).
- ADA Compliance: website will be compliant with requirements of ADA guidelines (Section 508 of the Rehabilitation Act of 1973 and WCAG level AA).

  Note: Document accessibility is not included and is not a service we provide.
- Content Management System: easy-to-use interface for making updates. Training of CMS for up to three people via video conference.
- Clerk-specific features: document management for meeting minutes and agendas, foreclosures and tax deed sale notices, calendar of events, quick links, staff directory, jury duty updates and more.
- Visitor statistics: integration of Google Analytics for website traffic reporting.
- Unbeatable customer service: you'll have a dedicated project manager to guide you through the entire process, every step of the way.

This estimate is good for 30 days from the date of issue. A deposit equal to 50% is required upon execution of agreement to begin work. A typical project takes approximately nine weeks for completion. If you have any questions about this estimate, contact Tana Kendrick at (850) 653-1122 or email <a href="mailto:Tana@2kwebgroup.com">Tana@2kwebgroup.com</a>.