

TERMS AND AGREEMENT



Design Agreement

This AGREEMENT is dated and in effect as of _____ between _____, hereafter referred to as "Client" and Your Company Name, hereafter referred to as "Consultant". This agreement is with respect to web design & development, hereinafter referred to as the "Work." Whereas, Consultant is a professional web and graphic designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

Confidentiality

The Client and or Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in written form at the time of its transmittal. All confidential information and material shall be safeguarded and not disclosed to third parties by the receiving party.

Required Research

In order for the Consultant to complete and hand over all Work in a timely manner, the Client must provide all of the following content in a timely manner.

- a.) All relevant information; copy, photos, videos, and graphics that Client would like to incorporate or reflect in the project.

Payment Schedules

Payments: For projects under \$5,000, the payment is made in full at the time of signing. For projects over \$5,000, fifty percent of the project is due at the time of signing, and the remaining fifty percent is due upon the completion of the project.

Client Initial _____

Business Gurus SEO Initial _____

WEB DESIGN

SEO

PPC MGT

REP MGT

SOCIAL MEDIA MGT

Sydney • Kuala Lumpur • Singapore • Bangkok • Malate • Manila • Makati

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TERMS AND AGREEMENT CONTINUED



Dated: _____
Signed: _____
Printed Name: _____

Fees and Additional Services

Client will be charged **\$85.00** per hour for changes in project input or direction that alters the Work schedule. Client may make up to **2 rounds of revisions in the creative phase as well as 2 rounds of minor revisions** as indicated under "The description of work" section without incurring additional fees. Additional fees will be invoiced in a separate document.

Any work the Client wishes Consultant to create, which is not specified in the PROJECT DESCRIPTION section of this agreement will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

Once project timelines are prepared and approved, adjusting deliverable timetables may result in additional fees to complete the assignment. The Consultant will not be held liable for any damages or alterations made to the product by the Client or any Third Party after the project has been approved and hand off to the Client. The Consultant reserves the right to charge a fee to repair, update, and/or maintain the product after the project has been handed off to the Client.

Assignment of Work

The Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion. Subcontractors may include; photographers, printers, or other qualified professionals approved by the Client.

Copyright Notice

Copyright is in Consultant's name. Upon completion of Work, the copyright for specified Work will be released to the Client upon final payment.

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TERMS AND AGREEMENT CONTINUED



Fees and Additional Services

All rights not expressly granted here under are reserved to Consultant, including but not limited to all rights to sketches, comps, or other preliminary materials.

- a.) All sketches
- b.) Prototypes and designs will remain the property of the Consultant until the completion of the project.
- c.) Content, photos and designs relative to the project will be handed off to Client after completion of work and final balance is paid in full.
- d.) Any unused designs will remain the property of Consultant.
- e.) The Client may bring no third party into the project to execute the Work without written consent from the Consultant.

Publication

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant.

The Consultant may use the design work and name of Client in any advertising or publicity with the prior written approval from the Client. Consultant reserves the right to add work we have done for your project to our online portfolio. Consultant will place "SEO Services by The Business Gurus | SEO." in the copyright section of the website unless Client requests otherwise in writing.

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Printed Name: _____

Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for Work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within 30 days of the Client's written notification to stop Work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

If the Client fails to respond to considerable efforts made on behalf of the Consultant to contact the Client for over 15 days, the project will become dormant, and the full payment for the current Work phase will be due within 15 days.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of New South Wales applicable therein. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

Client Signature: _____ **Date** _____

Insert Your Company Name Signature: _____ **Date** _____

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