

Standard Contract: Web Design By Anders Rydholm

This contract represents an agreement between:

Anders Rydholm ("the Contractor" henceforth) 101 Locust Street St. Peter, MN, 56082	And	_____ ("the Client" henceforth)
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This contract governs the Contractor's performance of the following project("the Work" henceforth):

- Description of the work:
- For content creation: amount of work = _____ hours or _____ pages @ _____ \$/hours or pages
- Name and contact information for the Client Representative (optional): _____

Tasks to be performed by the Contractor

The contractor agrees to perform the following services (check all that apply), as defined in Appendix 1:

Development / Project Management	<input type="checkbox"/>
Web Design	<input type="checkbox"/>
Web Development	<input type="checkbox"/>
Document Design	<input type="checkbox"/>
Copywriting	<input type="checkbox"/>
Copyediting	<input type="checkbox"/>
Graphic Design	<input type="checkbox"/>
SEO / Marketing	<input type="checkbox"/>
Paid Search Advertising PPC	<input type="checkbox"/>

The contractor will not be responsible for any tasks other than those specified in Section 1 of this contract unless agreed upon by mutual consent in an appendix to this contract.

Responsibilities in this Contract

The Client shall provide access to all information or subject-matter experts required by the Contractor to complete the Work specified in Section 1 of this contract. The Client shall ensure that this cooperation takes place by:

- Appointing a Client Representative with the necessary authority to approve or make decisions if the Client is unavailable during the course of the project.
- Actively participating in project management, including but not limited to arranging and attending meetings requested by the Contractor or delegating an equally qualified Client Representative to attend in place of the Client
- Obtaining and analyzing any information that the contractor requires to successfully complete the work.
- Making technical or other major decisions requested by the contractor.

The Contractor will require the following additional resources from the client to complete the work:

- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Project Initiation and Completion Dates

The duration of the contract will be as follows:

Delivery of initial materials on or before:	(date)												
By means of:	(FTP, courier, email, other)												
In the following format:	i.e. .doc, .pdf, .html, .zip etc...												
Delivery of completed work on or before:	(Itemize all milestones during the project and their due dates)												
	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Milestone	Date										
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Payment (All payments in USD \$) Section to be completed by the Contractor.

Basis of fee calculation (choose 1)	Flat fee = \$50 x estimated work hours (x) Hourly rate = \$37.50 x actual work hours
Fee for the work includes	<input checked="" type="checkbox"/> MN Sales Tax: 6.875%
Payment Method (payable to "Anders Rydholm") (select all that apply)	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> PayPal <input type="checkbox"/> Money Order
Payment Terms	Due upon receipt of Invoice
Late-payment penalty	Interest upon the unpaid balance will be charged on the 30 th day after delivery of the invoice, at a rate equal to 1.5% of the outstanding balance. Interest will be compounded monthly each 30 days thereafter until the invoice is paid in full.
Other Conditions	The Contractor retains ownership of all work performed including relevant intellectual property rights, until full payment has been received. Use of the work before that time represents a violation of these rights unless said use is agreed to in writing by the Contractor.

The Client will reimburse the Contractor for all direct expenses incurred in fulfilling this agreement, including but not limited to photocopying, printouts, long-distance calls, parking, travel, couriers and postage, and miscellaneous (specify below). All material expenses will be itemized.

Termination

This agreement may be terminated by either party in the event of a material change of circumstance, with 14 days notice sent in writing by registered mail. The Contractor will be paid by the Client for all work performed up to the date of termination. If the Client terminates the agreement, the Client will pay the Contractor an additional sum equal to 10% of the unpaid balance of the original contract as a “kill fee”.

1. Special Clauses or Instructions

All correspondence concerning the project status will be in English. Unless specified in a written appendix to this contract, no information covered by this contract will be considered confidential. The Contractor shall utilize due discretion to protect such information, but shall be held blameless for the release of any information not explicitly declared confidential in this section or an appendix to the contract.

Other terms requested by the Client (itemize, or write “none”);

- _____
- _____
- _____
- _____
- _____

Indemnity

The goal of this contract is for the contractor to provide **the services specified in Section 1 of this contract** to the Client. Because the client and its representatives are experts in the subject matter, and the Contractor is not, the Client assumes full responsibility for verifying the validity of all work submitted by the Contractor. The Client shall thus hold the Contractor blameless for any unanticipated consequences of accepting the Contractor’s work, and agrees to indemnify and save harmless the Contractor from any and all claims or demands, without limitation, arising out of any alleged libel or copyright infringement or other problem committed by the Client in creating the work. The Contractor shall make every effort to bring questionable information to the attention of the Client, but shall not be held responsible for any failure to identify such information.

Applicable Laws

This contract and any attached Appendices represents the entire contract between the Contractor and the Client. The terms of this contract shall be interpreted according to the laws of Minnesota and the intellectual property laws of the United States, and any litigation involving this contract shall be submitted to the jurisdiction of the courts of the Blue Earth County (Mankato).

This contract may be changed only by written agreement between the Contractor and the Client. All such changes shall be attached in the form of a signed and dated appendix.

Signed by the parties to this agreement:

Signature:

Contractor's printed name: Anders Rydholm

Date: _____

Signature:

Client's printed name: _____

Date: _____