



Call/Text: English (941) 916-2555, Español: (844) 932-3846 | E-mail: design@boldspheredigital.com

Bold Sphere Digital: Web Design Service Contract

By paying your deposit, you agree to the terms of our contract. You may also sign below to accept this contract. The fees for this project are described in your invoice.

Parties Involved

This Agreement is entered into as of date of invoice, by and between:

Bold Sphere Digital a d/b/a of Bold Sphere Digital Associates

Address: 2886 Tamiami Trail #10, Port Charlotte FL 33952

Email: design@boldspheredigital.com

Phone: English (941) 916-2555

Phone: Español: (844) 932-3846

AND

Association - as specified on your invoice - hereinafter "Client"

Project Details

This Contract pertains to the design/refresh of a website for Client. The primary objective of the project is described in your invoice.

- Design: Creation of unique website tailored to the Client's requirements and preferences. This includes up to 2 design revisions.
- Development: Developing the website using WordPress, HTML, CSS using a pre-built hosting service that meets system requirements, or Google Sites.
- Testing: Ensure the website's functionality across various browsers and devices, –as well as fixing any bugs or issues that arise.
- Responsiveness: websites are built to be mobile friendly
- ADA Compliance: websites are built with the basic ADA Compliance level in mind with the goal of meeting WCAG level 1 compliance
- SEO ready: websites are built with SEO in mind with a goal of meeting Google's EEAT guidelines for web development

Project Timeline

The project is expected to commence upon receipt of deposit and necessary logins and assets and reach completion 4 - 8 weeks after receipt.

Key Milestones:

- Initial Design Mockups: 7-24 days after receipt of necessary items
- Design Revision & Finalization: 7-14 days after mockup

- Client Review & Feedback: within 7-14 days of finalization
- Final Deployment: 2-3 business days after review and launch approval. We do not launch websites on Fridays or any day immediately preceding an official holiday

Ongoing Fees

Fees you can expect after project completion

- Bold Sphere Digital does not require a maintenance package or ongoing fees. We do not have maintenance packages, but one can be tailored for you if desired. All maintenance is done on a "pay-as-you-go" basis
- If hosting on Bold Sphere Digital's server or hosting package, hosting will renew annually, starting 1 year after project completion, at the current rate
- If Bold Sphere Digital manages the domain, you will be required to pay the annual renewal fees at the current renewal rate
- Additional plugins/add-ons: If premium plugins/add-ons were purchased to meet your project goals (excluding premium add-ons included if hosting with Bold Sphere Digital) you will be expected to pay those fees
- Theme: if hosting with Bold Sphere Digital, there is no additional fee for using the Divi theme. If hosting elsewhere, Client will be expected to purchase his/her own license. If a different theme is desired, client is responsible for purchasing and renewing that theme.

Client Expectations

- Logins/access: Provide logins or access to the hosting company and/or registrar if needed. If Client is using additional services that need to be integrated into the website, login/access to those services will be needed.
- Content Provision: Providing all necessary text, images, videos, and other content for the website within 7 days of project initiation.
- Feedback: Give timely feedback after each phase to ensure the project stays on track.
- Final Approval: Granting final approval once the website meets the agreed-upon specifications and requirements.

Budget & Payment

Total Project Cost: The total cost for the web design and (if applicable) development project is specified in your invoice. If the project varies significantly from the original bid and invoice, we will notify you to discuss the project goals in advance.

Payment Schedule

To ensure smooth progression of the project, the following payment schedule has been established:

- Initial Deposit: \$25% of the project cost is due. Paying this deposit indicates your acceptance of this contract
- Phase 1: 12 - 21 days after initial deposit, 25% of project cost is due
- Phase 2: 7-14 days after Phase 1, 25% of project cost is due
- Phase 3: 7-14 days after Phase 2, 25% of project cost is due
- Project Completion: Once you approve the final edits, the website will be tested and launch.. The remaining balance, payable after the project is completed and the website goes live. This fee will include any additional fees if applicable
- Accepted Payment Methods: Payments can be made online using the links provided in your invoice or by check. Make checks payable to "Bold Sphere Digital Associates" and mail to 2886 Tamiami Trail #10, Port Charlotte FL 33952

Ownership

Upon full payment of the project, the following rights pertain to the produced website:

- **Ownership Rights:** The final website, in its entirety, including designs, code, and any created content, will be the sole property of the Client. Bold Sphere Digital acknowledges that the website is a work made for hire for the Client, and as such, the Client possesses all rights, titles, and interest in the website.
- **Usage Rights:** Bold Sphere Digital retains the right to showcase the completed website in its portfolio, marketing materials, or other professional galleries for promotional purposes. The Client retains full rights to use, reproduce, display, and distribute the website as they see fit.
- **Exclusivity:** All designs and other creative assets developed for the Client during this project are exclusive to the Client. Bold Sphere Digital agrees not to produce or use any designs that are substantially similar to the final design for any other client for a duration of 1 year from the completion date without client consent.

Client Responsibilities

For the timely and efficient completion of the project, Client agrees to:

- **Content and Assets:** Provide all necessary content, including but not limited to text, images, videos, logos, and any other digital assets within 7 days of project start. Any delays in the provision of the said materials may lead to project delays.
- **Feedback and Approvals:** Provide clear and prompt feedback after each presented phase. Delays in feedback can affect the project's timeline.
- **Domain and Hosting:** If not already in place, procure a domain name and suitable web hosting for the website. Bold Sphere Digital can provide recommendations if needed.
- **Logins/Access:** Provide logins or access to components necessary to project completion, such as hosting and domains.
- **Collaboration:** Collaborate closely with Bold Sphere Digital, ensuring open communication and providing any necessary resources or access as required.
- **Technical Access:** Provide Bold Sphere Digital with necessary permissions or access to servers, content management systems, or other platforms if required for the project's successful completion.

Cancellation & Refunds

- **Cancellation by Client:** If Client elects to cancel the project before its completion, a written notice must be provided. Upon cancellation, Client will be billed for all work completed up to the date of cancellation. Any initial deposit is non-refundable.
- **Cancellation by Bold Sphere Digital:** In the unlikely event that Bold Sphere Digital cannot deliver on the project due to unforeseen circumstances, the client will be notified immediately. Any payments made beyond the initial deposit will be refunded, and any work completed up to that point will be handed over to the Client.
- **Refund Policy:** Any payments made are non-refundable, with the exception of the aforementioned scenario where Bold Sphere Digital initiates the cancellation.

Liability & Insurance

- **Liability:** Bold Sphere Digital will not be held responsible for any losses incurred due to the malfunction of the website or any other services provided under this contract. This includes, but is not limited to, loss of data, loss of revenue, or any third-party claims.
- **Insurance:** It's recommended that Client maintains an appropriate insurance policy for any losses or damages that might arise from website malfunctions, cyber-attacks, or other related issues.
- **Indemnification:** Client agrees to indemnify and hold harmless Bold Sphere Digital against any and all claims, costs, and expenses, including legal fees, arising out of the content, operation, or maintenance of the website.
- **Bold Sphere Digital agrees to indemnify and hold harmless Client against any and all claims, costs, and expenses, including legal fees, arising out of the services provided by Bold Sphere Digital that are not explicitly covered under this contract.**

Force Majeure

Neither party shall be held liable for a delay or failure in performance of the agreement for services caused by circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, wars, civil disturbances, labor disputes, government actions, interruptions of power or telecommunications services, or the inability to obtain necessary supplies.

In the event of a delay due to any of the above causes, the parties will establish an adjusted timeline and communicate any new deadlines.

If the delay persists beyond a period of 30 days, either party has the right to terminate the agreement without penalty, subject to compensation for work already completed.

Termination

- **By Client:** Client may terminate this agreement at any point by providing Bold Sphere Digital with a written/emailed notice. In such a case, Client will be billed for all work completed up to the date of termination, and any initial deposit will be non-refundable.
- **By Bold Sphere Digital:** Bold Sphere Digital has the right to terminate this agreement if Client fails to comply with any provisions of this contract, including delayed payments, with a written/e-mailed notice. Upon termination for this reason, all payments made to date will be non-refundable.
- **Effects of Termination:** Upon termination of this agreement, all rights and duties of both parties, with respect to the project, will cease, except for the rights of action accruing prior to termination and any obligations already specified and lasting beyond termination.

Governing Law and Jurisdiction

This contract shall be governed by the laws of the State of Florida, United States. Both parties consent to the exclusive jurisdiction and venue of the courts in Charlotte County, FL for all disputes arising out of or relating to the execution, interpretation, performance, or breach of this agreement.

Both parties agree that any controversies or claims shall be resolved in a court of competent jurisdiction within the aforementioned region, and both parties hereby consent to the jurisdiction of such courts.

Confidentiality

Both Client and Bold Sphere Digital recognize and acknowledge that, in the course of fulfilling this contract, each may obtain confidential information about the other. Such information includes, but is not limited to, business operations, strategies, client lists, financial data, and other proprietary knowledge.

Both parties agree to treat all such information, both oral and written, as strictly confidential during the tenure of this contract and for a period of 2 years after the termination/completion of this contract.

Neither party shall, without the written consent of the other, disclose, share, or make use of any of the aforementioned confidential information, except for the purposes of fulfilling the obligations of this contract.

Any documents, notes, digital files, or other items that encompass or reveal any of this confidential information, which are in the possession of either party in relation to the contract's execution, must be returned or destroyed upon the contract's conclusion or termination.

Change Orders

Any request by Client to modify, expand, or reduce the scope of the project after this agreement has been accepted shall be termed a "Change Order."

- **Procedure:** Client shall submit a written/emailed request detailing the desired changes. Bold Sphere Digital will evaluate the request and provide an estimate of additional costs and time required, if any.
- **Agreement:** Both parties must agree in writing to the terms of the Change Order, including any adjustments to the project's budget or timeline, before the changes are implemented.

- **Cost Implications:** Additional costs incurred due to Change Orders will be billed separately and are not included in the original contract amount. The payment terms for these additional costs will be specified in the Change Order agreement.

Testing & Acceptance

- **Testing Phase:** Upon completion of the web design and development phase, Bold Sphere Digital will conduct both functional and performance testing of the website using devices available, typically Windows computers, Android/Apple Cell phones and Android/Apple tablets. This ensures it meets the agreed-upon specifications and functions correctly across different browsers and devices.
- **Client Review:** Client will then have a review period of 7 days to test and review the website. During this period, Client must notify Bold Sphere Digital of any discrepancies between the delivered website and the agreed-upon specifications.
- **Corrections:** Bold Sphere Digital will address and correct any reported discrepancies within a reasonable time frame.
- **Acceptance:** If no discrepancies are reported by *Client* within the review period, or once all reported discrepancies are addressed, the website will be considered accepted by *Client*.

Maintenance & Support

- 30 days of free post-launch support is provided to address bugs, provide guidance, or perform small content edits
- After that, maintenance is available at our regular hourly rate, currently \$85/hour, with a minimum of 15 minutes billed (\$21.25) for a month in which work was done. See “Pay-as-you-go Maintenance” section below for details.
- We use a time-tracking system with a goal of providing monthly invoices. If you want additional details, please let us know
- **Quarterly Updates:** When hosting on our server, quarterly updates are performed utilizing an auto-update service to ensure security and compatibility with the latest browsers and devices. Any errors caused by updates may incur an additional charge.

Support

For any issues or requests, Client can reach out to Bold Sphere Digital by email or phone. Response times will typically be within 2 business days.

Future Maintenance & Edits

Bold Sphere Digital provides maintenance and updates on a “pay as you go” plan. To request maintenance, send an email to design@boldspheredigital.com. We do not have monthly maintenance packages, but one can be tailored for you, if desired. We will provide updates & maintenance, upon request, at our regular hourly fee, currently \$85 per hour. We use a time-tracking system to track all work done on your website and try to bill at the end of each month.

- There is no fee if no work is done for the month.
- If work is done, the minimum fee for the month is .25 of an hour
- If a task is expected to take more than 2 hours, we will provide you with an estimate in advance
- There is no contract or monthly obligation. You may terminate service at any time
- Our goal is a two-business-day turnaround on tasks requiring less than 2 hours to complete. Please let us know if your task is not completed within 2-business days. Customer service concerns can be sent to lisab@Bold Sphere Digital.com.

Tasks that typically take less than 2-hours

When sending updates, please send them via email with all updates and image changes included as attachments to design@boldspheredigital.com

- Content changes: textual additions/removal or correction, including updating contact information
- Image changes (less than 5 images) – including cropping, balancing, and resizing for the web
- Adding/Updating links
- Adding, changing, removing videos that do not require editing
- Adding, updating, removing documents

Tasks that typically take more than 2-hours

- Site color or logo changes that affect the website's overall look
- Full site layout changes (typically considered a rebuild)
- Re-arranging of navigation

Acceptance

This contract becomes effective and legally binding by both parties upon receipt of deposit. A signed contract is available upon request.