

# 1 Digital Marketing Solutions LLC.

Web Design Services, Internet & SEO Marketing and Web Application Development

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## WEB DESIGN SERVICE AGREEMENT

### CONTRACTOR INFORMATION

#### DIGITAL MARKETING SOLUTIONS, LLC

6633 SOUTH DIVISION AVE. S.E.

GRAND RAPIDS, MI 49548

1-877-639-9813 F. 616-588-5999

WEB: [WWW.DIGITALMARKETINGSOLUTIONS.COM](http://WWW.DIGITALMARKETINGSOLUTIONS.COM) E-MAIL:

[INFO@DIGITALMARKETINGSOLUTIONS.COM](mailto:INFO@DIGITALMARKETINGSOLUTIONS.COM)

This Web Design Service Agreement is effective as of the last date indicated on the signature page.

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### CLIENT INFORMATION

Name:

Company:

Address:

Phone:

Email:

Domain:

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1. **PROJECT.** The above-named client (hereinafter referred to as "Client" or "You" or "Your") is engaging DIGITAL MARKETING SOLUTIONS, LLC (hereinafter referred to as "DIGITAL MARKETING SOLUTIONS" or "We" or "Our"), for the following project (hereinafter referred to as "Project"). Our services are listed below and are described, in detail, under "Description and Cost of Selected Services".

- Website Design/Redesign
- Website Hosting
- Domain Name Registration
- Logo Design
- Graphic Design
- Search Engine Optimization
- Internet Marketing [social media setup, press release, pay per click management, etc.]
- Web Based Applications Development
- Payment Integration / E-commerce Setup
- Cyber Security Consultation
- Creation of Copy/Content
- Other:

Total Cost for Selected Services [not including yearly hosting], see attached document for COST BREAK DOWN DETAILS = \$ \_\_\_\_\_

Total Cost for Web Hosting [if selected] = \$ \_\_\_\_\_

Digital Marketing Solutions LLC  
6633 South Division St. S.E. Grand Rapids, MI 49548  
Local: 616.281.1740 Toll-Free 1.877.639.9813 Fax 616.588.5999  
Web: [www.digitalmarketingsolution.com](http://www.digitalmarketingsolution.com) Email: [info@digitalmarketingsolution.com](mailto:info@digitalmarketingsolution.com)

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2. **INDEPENDENT CONTRACTOR.** The Client is engaging DIGITAL MARKETING SOLUTIONS as an independent contractor for the specific purpose of providing the services in this agreement.

3. **AUTHORIZATION.** DIGITAL MARKETING SOLUTIONS will require full access to the Client's web hosting and domain name services in order to complete the project. If the web hosting or domain name services are provided by the Client, the Client hereby authorizes DIGITAL MARKETING SOLUTIONS to access those services, and authorizes the provider of those services to grant full access to DIGITAL MARKETING SOLUTIONS. Full access is defined as unrestricted access to File Transfer Protocol and Control Panel Services of the service provider. If full access is not granted it may be impossible to complete the project.

4. **DOMAIN NAMES AND TRANSFERS.** DIGITAL MARKETING SOLUTIONS will assist the Client with the transfer or necessary modification of an existing domain name. This assistance is limited to attempting to provide the Client with contact information of the current domain name registrar. It will be the Client's responsibility to complete the transfer or modification of the domain name, as proof of ownership may be required by the existing domain name registrar before such changes are accepted.

5. **WEB HOSTING.** DIGITAL MARKETING SOLUTIONS offers web hosting as an additional service. Upon the Client's request, DIGITAL MARKETING SOLUTIONS may attempt to transfer an existing website from the Client's existing web server to a DIGITAL MARKETING SOLUTIONS provided web server, provided the Client grants File Transfer Protocol (FTP) access to DIGITAL MARKETING SOLUTIONS. The Client understands any furnished web hosting service will be subject to the approval of DIGITAL MARKETING SOLUTIONS. Furthermore, DIGITAL MARKETING SOLUTIONS will not provide support for any 3<sup>rd</sup> party web hosting service. The cost of hosting is ranging \$15/month to \$49 per/month depending on the complexity, disk space storage requirement and bandwidth utilization as well as other requirements as agreed by both parties. Web hosting is a yearly contract to be billed once per year unless otherwise agreed upon by DIGITAL MARKETING SOLUTIONS and the Client.

**PLEASE INITIAL WHETHER HOSTING IS TO BE INCLUDED OR EXCLUDED:**

YES, I WOULD LIKE TO SELECT THE YEARLY HOSTING PACKAGE \_\_\_\_ (initial)

NO, I WOULD NOT LIKE TO SELECT THE YEARLY HOSTING PACKAGE \_\_\_\_ (initial)

6. **ELECTRONIC COMMERCE.** The Client understands and agrees that all costs associated with electronic commerce are the sole responsibility of the Client. These costs include, but are not limited to: data entry, security certificates, security overviews, merchant accounts, and credit card processing.

7. **ELECTRONIC COMMERCE LAWS.** From time to time governments enact laws and levy taxes and tariffs affecting electronic commerce. The Client understands and accepts all responsibility for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend DIGITAL MARKETING SOLUTIONS and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of electronic commerce.

8. **E-COMMERCE LIABILITY.** The Client agrees to release DIGITAL MARKETING SOLUTIONS and its subcontractors of any and all liability arising from the Client's exercise of electronic commerce. This includes, but is not limited to, the potential loss or theft of commercial, personal or financial data of either the Client or the Client's customers. The sole risk of engaging in electronic commerce is with the Client.

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9. **SEARCH ENGINE OPTIMIZATION.** If this service is selected, DIGITAL MARKETING SOLUTIONS will attempt to increase the search result rank of the Client's website as our record has shown a 97% of our customer experience better ranking result but DMS makes no guarantee as to the ranking result or satisfaction of the service.

10. **CREATION AND DELIVERY OF CONTENT.** The Client is responsible for providing DIGITAL MARKETING SOLUTIONS all written content, in finalized electronic form, in a timely manner. Acceptable file formats include any Microsoft Office or Works file format.

The parties also agree that delivery in \_\_\_\_\_ format is acceptable. Client initials \_\_\_\_\_. DIGITAL MARKETING SOLUTIONS initials \_\_\_\_\_. (If not applicable, write N/A in the blank above.)

11. **HOURS OF OPERATION.** DIGITAL MARKETING SOLUTIONS provides 24 hour, seven day a week server and email support. Other services are provided during DIGITAL MARKETING SOLUTIONS's normal business hours, which are 9am-8pm, eastern time, Monday thru Friday, excluding holidays. Off hours service and support is available for an additional charge at DIGITAL MARKETING SOLUTIONS's then-current after-hours rates.

12. **ADDITIONAL WORK.** Any service requested by the Client, which is not detailed in this agreement, will be subject to additional costs, which will be detailed at the time of request.

13. **WEB SITE MAINTENANCE.** This agreement allows for minor web site maintenance to the pages of the Client's website for a limited time as specified in Description and Costs of Selected Services and is based on the web design package chosen by the Client.

14. **METHOD OF COMMUNICATION.** DIGITAL MARKETING SOLUTIONS will utilize e-mail and phone correspondence as the primary methods of contact with the Client. The Client agrees to provide DIGITAL MARKETING SOLUTIONS with a valid e-mail address and phone number.

15. **COMPLETION DATE.** DIGITAL MARKETING SOLUTIONS and the Client must work together to complete the project in a timely fashion. DIGITAL MARKETING SOLUTIONS agrees to work expeditiously to complete the Project as contracted by the Client after the Client has submitted down payment, in accordance to Clause "Non-Refundable Deposit," and all necessary materials, in accordance to the Clause "Creation and Delivery of Content." The Client is responsible to provide the entire content in a timely manner and understands that DIGITAL MARKETING SOLUTIONS will not be responsible if the Project remains largely unfinished or is delayed; due to the Client's own inaction. The delays can also occur if any milestone that requires the Client's attention, such as approving design mockups or changes is not acknowledged on time. All notifications of any modification awaiting Client approval will be delivered via e-mail and only at the discretion of DIGITAL MARKETING SOLUTIONS will a phone call be made to notify the Client of changes awaiting approval. If the project is delayed, beyond the time specified in this Contract due to Client's inaction, DIGITAL MARKETING SOLUTIONS may not work expeditiously to finish the project in accordance with the Client's new deadlines. DIGITAL MARKETING SOLUTIONS will determine the interpretation of a reasonable amount of time. Estimated Delivery Date:

16. **ASSIGNMENT OF PROJECT.** DIGITAL MARKETING SOLUTIONS reserves the right to assign subcontractors as necessary for the completion of this project and may at times share with the subcontractor any relevant information necessary for the completion of the project.

17. **DATA BACKUP.** The Client will be responsible for performing all backups of all files, folders and databases of the Client's website and Project. DIGITAL MARKETING SOLUTIONS only

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performs backup operations of our web server to protect against catastrophic events affecting the entire web server and not a single account or website. Data Backup becomes the responsibility of the Client after a Domain Transfer has taken place. Refer to Domain names and Transfers.

18. **ADVERTISING.** DIGITAL MARKETING SOLUTIONS reserves the right to use and advertise any product or service designed for, or delivered to the Client.

19. **NON-REFUNDABLE DEPOSIT.** A non-refundable deposit of approximately 25% of the entire project will be required before any work commences: Initial Deposit:

20. **PAYMENT METHOD.** All payments are to be in United States currency in the form of Cash, Check, Cashier's Check, Paypal, or Money Order. Do not mail cash - DIGITAL MARKETING SOLUTIONS will not be held responsible for payment lost in mail.

21. **PAYMENT OF INVOICES.** The Client agrees to pay DIGITAL MARKETING SOLUTIONS a 25% nonrefundable deposit upon execution of this agreement. The remaining payments are due according to the following schedule and are due net 15 days:

1. 10% upon completion of analysis;
2. 15% upon completion of design;
3. 25% upon completion of coding;
4. 20% upon completion of testing; and
5. 5% upon acceptance by Client.

Payments not received by the due date listed on the invoice shall be subject to a late charge of fifteen percent (15%) per month of the overdue amount, where allowed by law. DIGITAL MARKETING SOLUTIONS reserves the right to suspend or revoke service to overdue accounts, without prior notice, until the account is paid in full. Returned checks are subject to a \$30 service fee.

22. **CANCELLATION POLICY.** Any request for cancellation of services must be received in writing and are subject to clause "Term and Termination."

23. **REFUND POLICY.** Excluding the nonrefundable deposit, upon cancellation of services the Client may be entitled to a pro-rated refund of any prepaid Hosting Services in excess of three (3) calendar months. Domain name registration and transfer services do not have a refund policy as the product/service is transferable. All necessary refunds will be issued by DIGITAL MARKETING SOLUTIONS company check within 30 days of receipt of cancellation.

24. **COPYRIGHTS AND TRADEMARKS.** The Client represents to DIGITAL MARKETING SOLUTIONS and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to DIGITAL MARKETING SOLUTIONS for inclusion in this project are owned by the Client, or that the Client has written permission on file from the rightful owner to use each of these elements, and will hold harmless, protect, and defend DIGITAL MARKETING SOLUTIONS and its subcontractors from any claim or suit arising from the use of such elements. Copyright to any and all products and services furnished and provided to the Client are owned by DIGITAL MARKETING SOLUTIONS upon final payment of this agreement, the Client is assigned rights to use the design, graphics, and text contained in the finished product. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of DIGITAL MARKETING SOLUTIONS and/or their respective owners unless otherwise specified in the service contract.

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25. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Michigan and the parties consent to the sole and exclusive jurisdiction of the state courts and U.S. Federal courts having jurisdiction in Kent County, Michigan for any dispute arising out of this Agreement.

26. **SEVERABILITY.** In the event that a court finds any provision of this Agreement invalid and/or unenforceable, both parties agree the remaining provisions shall remain valid and in force.

27. **TERM AND TERMINATION.** This agreement is effective immediately after signature by both DIGITAL MARKETING SOLUTIONS and the Client. Client accepts the terms of this agreement by signature and initial deposit or payment for services. This agreement shall continue in force unless terminated pursuant to the following: The Client may terminate this agreement with just cause upon written notice to DIGITAL MARKETING SOLUTIONS via e-mail or letter forwarded to the address shown on this contract. DIGITAL MARKETING SOLUTIONS may terminate this agreement at any time, with just cause, by providing written notice to the Client at the email address shown on this agreement. Upon the termination of this agreement the following sections will survive: Electronic Commerce, Electronic Commerce Laws, Electronic Commerce Liability, Non-Refundable Deposit, Payment Method, Payment of Invoices, Advertising, Refund Policy, Copyrights and Trademarks, Choice of Law and Venue, Severability, Term and Termination, Disclaimer of Warranty and Limitation of Liability, and Sole Agreement.

28. **INCORPORATION OF ADDITIONAL DOCUMENTS.** The following documents are incorporated into, and made a material part of this Agreement: (1) the Functional Specifications / Project Blueprint in the Statement of Work; (2) the Project Summary; (3) the Design Strategy; (4) the End User License Agreement (if applicable) and (5) the Cost Proposal.

28. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** DIGITAL MARKETING SOLUTIONS, LLC WARRANTS ITS WORK FOR A PERIOD OF 30 DAYS FROM THE LAUNCH DATE. AFTER 30 DAYS, ALL WORK PERFORMED ON THE WEBSITE MUST BE REQUESTED BY CUSTOMER AND A SERVICE FEE MAY APPLY. AFTER 30 DAYS OR IF CUSTOMER HOSTS ITS WEBSITE INDEPENDENTLY OF DIGITAL MARKETING SOLUTIONS, LLC, THEN THE PRODUCTS AND SERVICES ARE PROVIDED OR WILL BE DEEMED ACCEPTED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WHICH ARE HEREBY DISCLAIMED. DIGITAL MARKETING SOLUTIONS, ITS MEMBERS, MANAGERS, AGENTS, EMPLOYEES, VENDORS, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR: (1) LOSS OR THEFT OF COMMERCIAL, PERSONAL, OR FINANCIAL DATA OF THE CLIENT OR CLIENT'S CUSTOMERS OR (2) ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR (3) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) REGARDLESS OF THE FORM OR ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF DIGITAL MARKETING SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIGITAL MARKETING SOLUTIONS'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT TO DIGITAL MARKETING SOLUTIONS DURING THE THREE MONTH PERIOD BEFORE THE ACTION AROSE. THE CLIENT UNDERSTANDS THIS IS AN INTEGRAL PART OF THE CONTRACT AND LEGAL ADVICE SHOULD BE SOUGHT TO CLARIFY ANY MISUNDERSTANDINGS.

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29. **SOLE AGREEMENT.** The agreement contained in this "Web Design Service Agreement" constitutes the sole agreement between DIGITAL MARKETING SOLUTIONS, LLC and the Client regarding the Project. Any additional work not specified in this agreement will require a separate agreement or change order and will be subject to additional costs. The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business and has sought or declined legal consultation before entering into this agreement.

On behalf of the Client: \_\_\_\_\_

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

On behalf of DIGITAL MARKETING SOLUTIONS, LLC:

Full Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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