



ArkenSites

ArkenSites.com • ArkenSites@gmail.com



PROJECT CONTRACT

Client: _____

Company: _____

Company Phone: _____

Contact: _____

Contact Phone: _____

Contact Email: _____

Billing Address: _____

City: _____ State: _____ ZIP: _____

Available Services

Below are lists of available services provided by ArkenSites, LLC. Check all services requested for the project in question. Any services left unchecked will not be provided. If any services are requested post this contract being signed, the contract will be re-evaluated and a new one will be drawn up to be signed if necessary. Any one time or recurring fees deemed necessary will be requested and adjusted for.

Hosting & Domain Services:

☐ **Manage/Maintain Domain(s) - \$0**

Host and manage any domain(s) pertinent to the project, ensure they remain valid, and pass on any additional costs/fees.

Domain (URL or Website Address)

*****Hosting - \$75/mo**

Your website requires a monthly hosting fee that includes standard maintenance costs that will be charged monthly on the 1st or the 15th. Your recurring fee will be on the 1st if your site goes live between the 1st and the 15th, and on the 15th if it goes live between the 16th and the end of the month. Hosting will begin the month after your site goes live.

Website Services:

☐ **Single-Page Website - \$750** *(One Time Fee)*

Responsive landing page with no additional pages.

☐ **Multi-Page Website - \$1,500** *(One Time Fee)*

Responsive website that includes:

- 1x Home / Landing Page
- 1x About / Company Page
- 1x Contact Page
- 1x Additional Page of Client's Choosing

Page Notes

Additional Website Pages - \$250/ea *(One Time Fee)*

Additional pages that multi-page websites have access to:

- ☐ Single Item - A custom named single page with space for content.
- ☐ Multi Item - A custom named set of single pages with space for content.
- ☐ Team / Employee Bios - A page for employee bios, pictures, & info.
- ☐ Gallery - A pinterest style gallery for photos.
- ☐ FAQ - An accordian style FAQ page.
- ☐ Calendar - A calendar page that links to your business' Google calendar.

Additional Client Services:

☐ **Content Writing - \$50/page**

of Pages ArkenSites, LLC will provide content up to 1,000 words based on your criteria, and will allow for up to 3 rounds of revisions.

☐ **Logo Vectorizing - \$150**

ArkenSites, LLC will take your logo files and vectorize them, making them more accessible for web use.

☐ **Simple Logo Design - \$250**

ArkenSites, LLC will create a simple icon+text logo based on your criteria, and will allow for up to 3 rounds of revisions.

☐ **Logo Design - \$1,000**

ArkenSites, LLC will create 3 logo designs based on your criteria, and will allow for up to 3 rounds of revisions.

☐ **Business Listing Setup - \$250**

ArkenSites, LLC will create/update your business's listing information on Google, Bing, Yelp, and Apple Maps, keeping you up to date when users search for your business.

☐ **Business Listing Monitoring - \$10/mo**

ArkenSites, LLC will monitor your listings and check in annually to ensure your information remains up-to-date.

Hosting & Server Features

ArkenSites' web hosting cost includes a variety of services that every website needs and should have:

- Install Google Analytics
- Install Google Webmaster Tools
- Install/Refresh Basic Title Tags
- Install/Refresh Basic Heading Tags (H1, H2, etc.)
- Install/Refresh Basic Page Descriptions
- Install/Refresh Basic Alt Text
- Install/Refresh 301 Redirects
- Install/Refresh 404 Page
- Install/Refresh Schema Markup
- Submit Google XML Sitemap
- Create robots.txt
- Repair Broken Links
- Repair Any Page Load Speed Issues
- Review Site for Duplicate Content
- Flag Thin Pages for Review
- Yearly Traffic & Performance Review
- Cloud Backups with 99% Up-time
- Monthly Server Updates
- Cloud Load Balancing Preventing Down Time

ADA Compliance

ArkenSites, LLC does not offer a solution for ADA compliance, and will not be held responsible if a lack of ADA compliance on your project is or becomes an issue. However, solutions such as accessiBe can easily be integrated if the Client so chooses. Any additional costs or fees for ADA compliance services will be added to the Client's monthly hosting based on the new service's cost plus an additional 5% upcharge for setup and maintenance costs.

Production Timeline

STEP 1: Signed Contract & Down Payment

Work on the Client's behalf will not begin until the project contract has been signed and returned to ArkenSites, LLC. An initial downpayment in the amount of half of the total project cost paid to ArkenSites, LLC will also be required before any further steps are taken.

STEP 2: Design, Build, & Proof

Following contract signing and down payment, ArkenSites, LLC will then begin production on the project. Any up front information will be requested and collected by ArkenSites, LLC from the Client. At the Client's request, ArkenSites, LLC may be required to write content or provide media for said project, at which time those assets will be collected for production. Upon initial project completion, ArkenSites, LLC will send a preview of the project for approval to the Client.

STEP 3: Approval, Final Payment, & Go-live!

Once the Client has approved the project, they'll be required to submit a final payment to ArkenSites, LLC. Upon receiving that payment, the project will be pushed live, at which point the Client will then be expected to pay the required monthly fees for the duration of the project's life.

**ArkenSite, LLC websites and services will have varied timelines depending on numerous factors: availability, current project load, etc. Any estimates given to the Client pertaining to project completion are subject to change, and are liable to change at any given moment.*

ArkenSites, LLC Terms of Service

PAYMENT TERMS

*Half of the total cost of the website is required to schedule production dates.

**The final balance will be billed when the initial test site is complete. All other assets will be billed upon completion.

***If a recurring service fee goes unpaid by the next billing cycle, ArkenSites, LLC will put a pause on those services until payment is addressed, at which time a \$150 reactivation fee will be required.

Monthly services do not expire until ArkenSites, LLC is notified in writing. Client is responsible for all photography, images and content, unless copywriting and photography are purchased as part of a package or are requested of ArkenSites, LLC and billed upon delivery.

PAYMENT OF FEES

Client agrees to pay total fees as described in the contract plus applicable sales tax which will be reflected on the client invoice.

LATE PAYMENT OF FEES: Payment is due and payable upon presentation of an invoice. If an amount remains delinquent 30 days after its due date, an additional 1.5% penalty may be added for each month of delinquency. The grant of any license or right of copyright is conditioned on receipt of full payment. In case collection proves necessary, the Client agrees to pay all fees incurred by ArkenSites, LLC in that process. ArkenSites, LLC may discontinue or suspend service to Client until payment is made. This Agreement becomes effective only when signed by ArkenSites, LLC. Regardless of the place of signing of this Agreement, Client agrees that for purposes of venue, this contract was entered into in Mountain Home, Arkansas and any dispute will be litigated, arbitrated, or mediated in Mountain Home, Arkansas.

COPYRIGHTS AND TRADEMARKS

The Client represents to ArkenSites, LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to ArkenSites, LLC 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 ArkenSites, LLC 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 the Client upon final payment of this agreement. The Client is assigned rights to use the design, graphics, and text contained in the finished product. Programs utilized by ArkenSites, LLC in creating the Marketing Assignments under this Agreement, but not owned by ArkenSites, LLC is limited to ArkenSites' use only; the products themselves remain the property of their respective owners. Client acknowledges that ArkenSites, LLC owns or holds a license to use various pre-existing development tools, routines, subroutines, techniques and other programs, data, and materials that ArkenSites, LLC may include in the Marketing Assignments developed under this Agreement. ArkenSites, LLC shall retain all rights, titles and interests, including all copyrights, patent rights and trade secret rights in all Background Technology. Client authorizes ArkenSites, LLC to use Client's name, website, website logos and Client testimonials for any and all marketing and promotional purposes in ArkenSites, LLC print or digital advertisements, and on ArkenSites, LLC website as part of a design portfolio presentation.

TRAVEL POLICY

Client agrees to pay ArkenSites, LLC for all travel and travel related expenses incurred for services rendered outside of Baxter County, Arkansas including but not limited to, hotel, mileage, airfare, taxi, rental car, etc., unless otherwise agreed.

SCOPE OF SERVICE

Fees for production of Client's projects are based on the original project description only, as shown in the Contract. Written requests for modifications to graphics, editorial content, and database content after Client approval will be charged at ArkenSites, LLC current hourly rate in addition to the agreed-upon contracted amount. Copywriting and/or copy-editing are not considered as part of the design process and are billed in addition to the agreed-upon design fees. Client is encouraged to write copy for any and all online promotional pieces. In the event that the Client decides to write copy for the Client's projects, all text will be provided to ArkenSites, LLC in a ".txt" format and spell checked, for incorporation into the marketing material or HTML coding of the Client projects. All photos/graphics, database, and editorial content will be provided to ArkenSites, LLC via email or on a flash drive.

MEDIATION

If any dispute arises under this Agreement and the amount in controversy exceeds \$5,000.00, then such dispute shall be submitted to binding mediation in Mountain Home, Arkansas. Client and ArkenSites, LLC will each select a mediator. The two so selected mediators shall select a third mediator, and that third mediator shall hear and determine the controversy and render his or her decision. If any action or proceeding is commenced to construe this Agreement or to enforce the rights and duties created hereunder, then the party prevailing in that action or proceeding shall be entitled to recover its costs and fees in that action, as well as the costs and fees of appealing and enforcing any judgment entered therein.

TERMINATION

Either party may cancel this contract. If Client cancels, fees paid to date are non refundable. If either party breaches its obligations under this contract, and such breach is not cured within ten (10) days following the date on which the other party (the "non-breaching party") delivers to the breaching party written notice specifying the breach, then at the election of the non-breaching party this Agreement shall terminate at the expiration of that 10-day period. Such election shall be made by the non-breaching party delivering to the breaching party, within five (5) days after the end of that 10-day period, written notice of termination. Notwithstanding any termination hereunder, (a) Client shall remain liable to pay ArkenSites, LLC the costs and fees that have accrued under this Agreement prior to the effective date of termination, and (b) all rights and duties of the parties shall survive the termination of this Agreement.

NO WARRANTY

The content furnished under this agreement is provided on an "as is" basis, without any warranties or representations expressed, implied, or statutory; including, without limitation, warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose. Nor are there any warranties created by a course of dealing, course of performance, or trade usage. ArkenSites, LLC does not warrant that the operation of the web or marketing elements will be continual, uninterrupted, or error free. This Agreement constitutes the entire understanding between the parties. Only an instrument in writing signed by both parties can modify the terms of this agreement. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect. This Agreement shall be binding on, and inure to the benefit of, the party's heirs, successors, assigns, and personal representatives. The laws of the State of Arkansas shall govern this Agreement.

ArkenSites, LLC Terms of Service

In witness whereof, customer acknowledges that this document has been read, is understood, and agrees to be bound by the same.

NON-DISCLOSURE

Parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information. This includes all information as it relates directly or indirectly to this contract and its pricing.

SCOPE OF WORK

With a signed contract and down payment made, ArkenSites, LLC will meet with the client to build a detailed scope of work for approval. The scope of work will then serve as the governing document outlining what is agreed upon between Client and ArkenSites, LLC.

TERMS OF SERVICE

ArkenSites, LLC provides each client with a terms of service document.

Initial Here

Client or Representative

Date

ArkenSites, LLC Representative

Date