



Mind to Sight Web Design  
2211 SW 36th Court, Redmond, OR 97756  
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Company Name /Address

**Service Contract**  
Job No.: **00000**

**Project Title/Description:** \_\_\_\_\_

Page design : \_\_\_\_\_ (number of pages).

Page Descriptions (Examples: Home, About, Contact, Services, Profile),

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Works on all modern browsers (IE9+, Latest Build of Firefox, Chrome and Safari). Mobile support when requested

**Schedule Dates: Preliminary Designs:** \_\_\_\_\_, **Final Design:** \_\_\_\_\_

**Copyright Usage:** The rights granted to Client are for the usage of the Final Design in its original form only. Client may not modify the Final Design. Client shall have: Nonexclusive rights, unlimited duration, worldwide, electronic use, this website only. All other rights to be negotiated separately.

**Fee:** \$0000.00

**TERMS**

1. **Reservation of Rights:** All rights not expressly outlined above are retained by Mind to Sight Web Design. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
2. **Revisions:** Revisions may be made only by Mind to Sight Web Design at the Preliminary Design phase. Additional fees will be charged for revisions made after three (3) preliminary design revisions, and for additions to project scope.
3. **Payment Schedule:** Fifty percent (50%) upon project commencement, remaining upon project completion.
4. **Payment Terms:** Payment due Net Thirty (30) days from issuance of invoice. A one and one half (1.5%) monthly service charge will be billed against late payments. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement.
5. **Cancellation Fees:** In the event of Cancellation, Mind to Sight Web Design will be compensated for services performed through the date of cancellation in the amount of a prorated portion of the fees due. Upon cancellation, all rights to the website revert to Mind to Sight Web Design and all original art must be returned, including sketches, comps, or other preliminary materials.

6. **Credits and Promotion:** A Mind to Sight Web Design credit logo, with embedded link to the company website and suitable to the design of the project pages, will be displayed on the project website. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit logo. Mind to Sight Web Design reserves the right to include screen shots of the completed work in its portfolio.
7. **Preliminary Works:** Mind to Sight Web Design retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Mind to Sight Web Design within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
8. **Permissions and Releases:** The Client agrees to indemnify and hold Mind to Sight Web Design harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
9. **Miscellaneous:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association. 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. This Agreement shall be governed by the laws of the State of Oregon and courts of such state shall have exclusive jurisdiction and venue.
10. **Hosting Services/Domain Names:** The procurement of domain names and hosting services will be the responsibility of the Client. No financial responsibility will be held by Mind to Sight Web Design in this area. Responsibilities of Mind to Sight Web Design are limited to assisting Client in domain name/host site setup and file uploads and configuration.
11. **Content:** The Client is responsible for providing text content to Mind to Sight Web Design in a timely manner. While Mind to Sight Web Design will assist the client in editing text content, original concepts are the responsibility of the entity that is most familiar with specific subject matter (i.e.: the Client). If the Client does not supply content within the time parameters established under **Schedule** (see above)., Mind to Sight Web Design will not be held liable for exceeding established deadlines.

**This Agreement must be signed and returned before Mind to Sight Web Design can schedule or begin this job.**

Designer Signature

Print Designer Name

Date

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Client Signature

Print Client Name

Date

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