



3890 Dunn Ave Suite 804 ❖ Jacksonville, FL 32218 ❖ 1-888-210-9880  
Talena R. Mathis, Owner

## Step 5: Contractual Terms of Agreement

Our desire is to delight the client. One way is to make clear our understandings with each other. If there is anything you do not understand, please feel free to ask us any questions so that we may clarify what you don't understand. It is our goal to enter this agreement with total understanding of the terms therein. Additional and applicable fees will be based upon the most recent fee for services dated **July 1, 2008**. These are the terms of our agreement together:

- 1. Authorization.** The above-named client is engaging Miracle Studio Ink, a sole proprietor, located at 3890 Dunn Ave – Suite 804, Duval County, Florida 32011, as an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Miracle Studio Ink to access this account, and authorizes the web hosting service to provide Miracle Studio Ink and its employee, Talena R. Mathis (hereby referred to as Consultant), with "write permission" and "full access" to the client's web-page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

**Effective August 1, 2008** - *Necessitated after our company began to experience clients changing the password on web hosting account in attempt to prohibit the Consultant from removing their websites from the server once their accounts became delinquent.* - **WE STONGLY ASK THAT OUR CLIENTS ARE FAIR TO THIS COMPANY BY NOT BAILING ON FINANCIAL RESPONSIBILITY AND STEAL OUR COPYWRITTEN WORK IN THE PROCESS.**

- 1.1** The content and layout of all web design created by Miracle Studio Ink becomes copyright of Miracle Studio Ink. (Please refer to Item 14 for specific details regarding copyrights.) This contract enables you to have Rights of Usage only so long as you are in good standings with this company and our contract. This means the following:
  - a.** When payment is due for monthly maintenance and no payment has been made, your website will be removed from the server until payment and associated late fees have been made.
  - b.** We must have access to your account at all time via your password for the entire duration of this Contractual Agreement. In the event that you change the password to your web hosting account, thereby preventing me access from your web files, prior to completion of this contract,

you will be considered in direct breach of this contract you will be charged **\$400** for breaking this contract and turned over to a 3<sup>rd</sup> party Collections Agency.

**2. Standard Website Package Elements.** Miracle Studio Ink includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation** (Up to 1 hour total general Internet orientation education, marketing strategy, Web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional web consultation is at our hourly rate)
- **Exact Words of text desired to be placed on the website** - supplied by the client on a disk, CD Rom in the form of a Word, Notepad or WordPad document (.doc, .txt, .rtf files). Documents submitted in any other manner (handwritten, or necessitating retyping) will be subject to an hourly typesetting rate. While we will try to replicate fonts as best as possible certain font types may not be duplicable and the web designer will not be liable for such changes from the original files.

All verbiage and text must be submitted in digital or electronic format (on disk). Please proofread all text prior to submission to the Consultant. In the event that errors are duplicated from what you have submitted, they will not be corrected without an applicable fee. Otherwise, corrections will only be made upon the initial 1<sup>st</sup> month's maintenance.

- **Links** to external pages, up to 2 per website. Additional links will be charged an additional "Per Link" fee. (This includes Directions Map and Calendar links)
- **Website Masthead, Banner and Logos** – *This is the banner appearing at the top page of each website.* (Simple custom graphic incorporating company logo – Provided on diskette by the client or their graphic designer). Top-of-page graphic for all other pages in your website. Colorful presentation, fonts, menu bar and smooth page transition. Website will consist of a basic name plate on top. Please be aware that there is an additional charge to create a custom banner or masthead of any type; and this is NOT included in the cost of the website. The applicable fees will be charged at our standard hourly Graphic Design rate.
- **Photos and other misc. graphic images** supplied by client (no more than 5 included per website in addition to masthead or top-of-page graphic or logo). Any photos in excess of five will be considered a photo gallery and will be billed as such.
- **Installation** of website on a web hosting service.
- **Maintenance Minor updates and changes** to existing website for one year, subject to the limits outlined below in Line Item 3.
- **E-mail response link** to any e-mail address the client designates.

- **Directions Map and Calendar links** to external hosting sites.

**3. Maintenance and Hourly Rate.** This agreement includes *minor* website maintenance over a 1-year period, including updating links and making *minor* changes to a sentence or paragraph. This includes modifications to standard internal web pages only – Monthly web maintenance does not entail maintenance of external product or ordering system pages, (i.e. PayPal, CD Baby, Amazon, EBAY) which are billed at an independent hourly E-Commerce Website rate. It also does not including removing nearly all the text from a page and replacing it with new text. If the client or an agent other than the Consultant attempts updating the client's pages, time to repair web-pages will be assessed at the hourly rate, and is not included as part of the updating/maintenance time. The 1-year maintenance period commences upon the 1 year from the date the client signs this contract.

Changes requested by the client beyond these limits will be billed at the appropriate hourly rate depending upon what modification is necessitated (i.e. – typesetting, graphic design, photo editing). This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web-page design, editing, modifying product pages, art, photo, graphics services, and helping clients set up their web hosting account.

**4. Standard Website Design.** The content of the website will be supplied by the client and executed as specified by the client in the "**Website Planning Worksheet**" dated \_\_\_\_\_. Per agreement, this website includes up to 5 web-pages, not to exceed this number. In case the client desires additional standard web-pages beyond the original number of pages specified above, the client agrees to pay Miracle Studio Ink an additional **\$125** for each additional webpage within the website. Graphics or photos beyond the allowed 5 per website shall be billed at an additional **\$15** each. Where custom graphic is requested or necessitated, it will be billed at the hourly Graphic Design rate. Where photo editing is necessitated beyond the included scope of resizing, cropping or changing the dpi, it will be billed at the hourly Photo Editing rate.

**5. Additional Photo Editing.** Charges for image manipulation such as sharpening blurred photos, erasing backgrounds, adding people not originally in the photo, lighting or color effects, correcting color balance, merging images, etc). Please submit good quality digital images to the Consultant.

**6a. The Submission of files for building of the site.** No work shall begin on the client's website until the entirety of the following documents and files have been submitted to the Consultant at one time:

- ✓ **The signed and dated Contractual Agreement**
- ✓ **Signed and dated Website Planning Worksheet**
- ✓ **Cashier's Check or Credit card payment (paid and has cleared our financial institution)**

✓ **All site content (photos, logos, text, graphics)**

Please understand that it is a time consuming process for the developer to initiate work only to wait for other files to be submitted here and there. There is not a practical way to “work around” un-submitted files as the portion of the project is dependent upon the whole. This will not only lengthen your project time, but also directly affect Line Item 8 of this contract.

**6b. Re: Being Tied to inactive projects, Lag Time.** At no times does the Consultant wish to feel that the Client is stalling for time to initiate work. There is a cost factor involved with being tied to clients’ projects for any length of time given our quick turn-around in service. Therefore we ask that you submit all files within 1 week of the date of this signed contract.

**If the client does not supply Miracle Studio Ink complete web files, text and graphics content within 1 week of the date this contract was signed, a Daily Penalty of \$25 will be charged for each day that the Consultant is tied to an inactive project. If the client has not submitted all text and graphics content within 7 days after signing of this contract, the Initial Payment becomes NON-REFUNDABLE. In addition to the daily penalties assessed, the entire amount plus a \$75 Continuation Fee is due at the time the client resumes activity on their project.**

**7. The Submitted Text and changes thereof.** Please send us your final text as you would for it to appear.

Time required to make substantive changes to client-submitted text after the web-pages have been constructed will be additional, billed at the hourly typesetting rate of **\$25**. The contractor will make every effort to correct proofreading errors caught during the design process out of courtesy. However, we will not be held responsible for duplicating grammatical, spelling, or “typo” errors from what you submit. Please proofread all work, documents, texts and files prior to submission.

**8. Web Hosting.** Be aware that any web hosting services require a separate contract with a web hosting service. The client agrees to allow Miracle Studio Ink full access to the website and a cgi-bin directory via FTP and telnet. We do not recommend hosting on your local dial-up ISP, since they too often are not well-prepared to meet specialized business site hosting needs. Their main business is dial-up access, and hosting is only a sideline for them.

**8. Time of Initiation, Project Time Constraints and Completion Date.** Miracle Studio Ink is a well sought after Faith-based Company throughout the United States. Due to our high volume of work we must adhere to the following stipulations:

a) **If the client does not supply Miracle Studio Ink complete web files, text and graphics content within 1 week of the date this contract was signed, there will be a Daily Penalty of \$25 will be charged for each day that the Consultant is tied to an inactive project. If the client has not submitted all text and graphics content within 7 days after signing of this contract, the Initial Payment becomes NON-REFUNDABLE. In addition to the daily penalties assessed, the entire amount plus a \$75 Continuation Fee is due at the time the client resumes activity on their project.**

b) These are our business hours: Monday – Friday 9-5 PM. We do not retrieve US mail, e-mail, take incoming calls or work on projects outside of these business hours. Please take this into consideration when working with us. We are committed to completing all work for the client in a timely manner; and it is highly unlikely that a site will take two weeks to complete by the contractor. However, the Consultant, Talena R. Mathis, does not and will not work under situations of unrealistic time constraints, duress, pressure or deadline “emergencies” arising behalf of the client. PLEASE BE HEREBY NOTIFIED: Miracle Studio Ink may reserve the right to refuse all clients’ web design work subject to completion in less than a three-week frame. **Therefore we ask for your common courtesy by not “dumping” projects on this company/ministry at the last minute and rush us to completion to meet deadlines.**

c) Miracle Studio Ink and the client must work together to complete the website in a timely manner. Considering all documents and files have been submitted, we agree to work to complete the website by \_\_\_\_\_.

**9. Payment of Fees.** Fees to Miracle Studio Ink are due and payable on the following schedule: 50% upon signing this contract, 50% upon consultant’s completion of the website as directed by the signed Website Planning Worksheet. Final payment must be received on the completed project within 24 hour of your project completion. (Not to sound cynical, but so that we are clear on terminology, **“with-in 24 hours” does not mean, “it’s in the mail”, “it’s on the way”, “post-marked” 24 hours afterwards or that Miracle Studio Ink receives a check within 24 hours that we must wait another 7-10 days to clear the bank. With-in 24 hours means PAID IN FULL within 24 hours.**)

Please pay by cash, Credit Card or certified Cashier’s Check (within 24 hours.) ☺

In the event that final payment is not received within 24 hours, there will be an additional \$25 fee added to the cost of the work each day your payment is late. After the duration of five (5) business days, the site will be delivered to the client on a diskette or attached to an e-mail message.. It will be your responsibility to find a web developer to upload this file to a server of his/her choice. If client is unable to secure another

web developer and chooses to have the site uploaded to the server by Miracle Studio **Ink**, the final payment plus an additional **\$125** Continuation Fee will be required.

If the total amount of this contract is less than \$275, the total amount shall be paid upon signing this contract prior to initiating any work.

**10. Assignment of Project.** Miracle Studio **Ink** reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**11. Legal Stuff.** Miracle Studio **Ink** does not warrant that the functions contained in these web-pages or the Internet website will meet the client's requirements or that the operation of the web-pages will be uninterrupted or error-free. In no event will Miracle Studio **Ink** be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web-pages or website, even if Miracle Studio **Ink** has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then *that* particular provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**12. Copyrights and Trademarks.** The client represents to Miracle Studio **Ink** and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Miracle Studio **Ink** for inclusion in web-pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Miracle Studio **Ink** from any claim or suit arising from the use of such elements furnished by the client.

**13. Laws Affecting Electronic Commerce.** From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Miracle Studio **Ink** and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**14. Copyright to Web-pages.** Copyright to the finished assembled work of web-pages produced by Miracle Studio **Ink** is owned by Miracle Studio **Ink**. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. We and our subcontractors retain the right to display graphics and other Web design elements as examples of our work in our respective portfolios.

**15. Payment of fees and Billing.** In order for Miracle Studio Ink to remain in business, payments must be made promptly. Billing is done on a bi-monthly basis and invoices are sent or mailed on both the 1<sup>st</sup> and 15<sup>th</sup> of every month. Delinquent bills will be assessed a \$15 charge if payment is not received within 7 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for the first month of delinquency, after which, Miracle Studio Ink reserves the right to remove web-pages from viewing on the Internet until payment is made. No website will be placed on the server until final payment is made and/or clear the bank institution. Checks for Non-sufficient fund will be subject to a \$35 NSF fee. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Miracle Studio Ink.

*Effective June 9, 2008 – Miracle Studio Ink will no longer accept personal or business checks for the final payment.*

Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Duval County, Florida, and any dispute will be litigated or arbitrated in Duval County, Florida. Please pay on time.

**16. Sole Agreement.** The agreement contained in this Website Design Contract constitutes the sole agreement between Miracle Studio Ink and the client regarding this website. All prices specified in this contract will be honored for 1-year after both parties sign this contract. Continued services after that time will require a new agreement.

**18. Initial Payment and Refund Policy.**

The total amount of this contract is \$\_\_\_\_\_.

This agreement begins with an initial payment of \$\_\_\_\_\_.

If the client halts work after it has been initialed, and applies by registered letter for a refund within 7 days of signing this contract to the Director of Miracle Studio Ink: Talena R. Mathis, P.O. Box 18, Nassau County, Florida, 32011, refund will be given at the following rates: work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. Because my fees are based upon time, labor and effort put into the project, no refund will be given for projects/work which have been completed.

**Refusal or Discontinuance of Service Rendered**

**19.** Because Miracle Studio Ink and owner Talena R. Mathis is a faith based company committed to Kingdom Building, we hold ourselves to the *highest* level of Biblical business principles, ethics and personal integrity & character. As a provider of "Image Consulting" services, I also value my image. My company Miracle Studio Ink will only promote that which is positive, godly and beneficial to the work of God's Kingdom here on earth. In the event that I find reason to believe that there is an arising conflict of interest, lack of business integrity or trustworthiness on behalf of the client, I reserve the right, and will exercise that right, to discontinue the handling of the client's work without warning. Monies for incomplete work will only be refunded based upon refund policy listed in item 18.

**20.** I understand this contract in its entirety and I have been advised to seek professional legal counsel to interpret that which I do not understand.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

Your Name Printed

\_\_\_\_\_

On behalf of Miracle Studio Ink (authorized signature)

\_\_\_\_\_ Date \_\_\_\_\_