

# WEB DESIGN



*knee*

*coal*

# AGREEMENT

*Prepared for:*

*Created by:* KNEE COAL

This Web Design Agreement is entered into as of date by and between KNEE COAL having its principal place of business located in Western Australia (the “Designer”) and \_\_\_\_\_ having its principal place of business located at (the “Client”), both of whom agree to be bound by this Agreement.

WHEREAS, \_\_\_\_\_ has provided all the essential information and non-negotiables required for KNEE COAL to deliver the project.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth \_\_\_\_\_ and KNEE COAL hereto (each individually a “Party” and collectively the “Parties”) agree as follows:

## **1. WEB DESIGN SERVICES.**

KNEE COAL shall develop all deliverables required to implement the Website as described during the quoting process, outlined in the initial brief.

## **2. FEES AND EXPENSES.**

2.1. Fees. \_\_\_\_\_ shall pay KNEE COAL AU\$500 to commence the project and the remainder before the website launches.

2.2. Expenses. Subscriptions to these services are separate from the design fee. Payment of these services will be billed straight to \_\_\_\_\_ and it will be \_\_\_\_\_ responsibility to ensure payment occurs in a timely manner. Common third-party applications include custom domain name services, booking systems, and email marketing applications. KNEE COAL will manage the creation of your site through Squarespace/Shopify/Webflow under KNEE COAL own account; however, when the project commences, \_\_\_\_\_ will be asked to create your own through the link provided. Through this account, you will be prompted to manage the payment of their hosting services. If Squarespace terminates the website due to non-payment, the entire design fee is needed to reconstruct the site from the beginning.

2.3. Invoicing. KNEE COAL shall provide an invoice to \_\_\_\_\_ for the total amount, against which will \_\_\_\_\_ will pay the deposit. The remaining amount will be shown on the invoice link within 5 business days after payment.

### **3. TERM AND TERMINATION.**

This Agreement shall last from the date of execution to the completion of the Services, as described herein.

\_\_\_\_\_ may terminate this Agreement for any reason with fifteen (15) days' notice to KNEE COAL.

Upon such notice of termination, KNEE COAL will provide an invoice to \_\_\_\_\_ outlining all costs incurred to the point of such notice. Such charges shall be due and payable upon termination. KNEE COAL may withhold any deliverables pursuant to the Services until such payment is made in full.

### **4. DELIVERY**

KNEE COAL shall deliver all deliverables pursuant to the Services as described in the initial brief. If the Website as delivered does not conform with the specifications described on \_\_\_\_\_ shall, within fifteen (15) days of the delivery date, notify KNEE COAL in writing of the ways in which it does not conform with such specifications. KNEE COAL agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity at its own costs.

### **5. CHANGE IN SPECIFICATIONS.**

\_\_\_\_\_ may request that changes be made to the specifications outlined within the brief, or other aspects of the Agreement and associated tasks. If \_\_\_\_\_ requests such a change, \_\_\_\_\_ understands that changes require a delay in the delivery of the Website and will result in additional expense to \_\_\_\_\_ .

### **6. PROPRIETARY RIGHTS.**

After project completion, \_\_\_\_\_ shall be the owner of all rights, title, and interest in any intellectual property in the Website, and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time.

### **7. WORST-CASE SCENARIO.**

After the completion of the project KNEE COAL reserves the right to suspend the account if KNEE COAL does not receive approval and feedback within three months from the date we last supplied work to you. In addition, if we do not receive payment for your live site, no matter at which stage you are in your build, within 90 days of your invoice

due date, we will suspend your site. We've never had to resort to this before, so I'm sure we would both prefer to keep it that way.

## 8. INTELLECTUAL PROPERTY WARRANTY.

\_\_\_\_\_ warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. \_\_\_\_\_ warrants and represents that any content provided to KNEE COAL to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify KNEE COAL against any claim that results from the provision of such allegedly infringing content. After project completion, \_\_\_\_\_ shall be the owner of all rights, titles, and interests in any intellectual property on the Website. The Services shall be deemed a Work Made For Hire per the Copyright Act, as amended from time to time.

## 9. JURISDICTION AND VENUE.

Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the state WA, Australia.

## 9. NO WAIVER OR MODIFICATION.

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without consent to such waiver or change signed by both Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Stock Subscription Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

*Client:*

\_\_\_\_\_

\_\_\_\_\_

*Designer:* KNEE COAL

\_\_\_\_\_

\_\_\_\_\_

*Date*

*Date*