

TERMS

We will always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract, you won't find any complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We want what is best for both parties, now and in the future.

What Do Both Parties Agree To?

You: You have the authority to enter into a contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of the contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

DEFINITIONS

SEO Only Package

This package will include SEO Optimization, a Google My Business (GMB) Listing created for your business, and we will also modify and cleanup your existing website. Targeting will be provided for 1 location.

SEO + Website Package

This package will include SEO Optimization, a Google My Business (GMB) Listing created for your business, and we will also create a new lead generation website for your business. Targeting will be provided for up to 2 locations.

SEO + Website + Brand Growth Package

This package will include SEO Optimization, a Google My Business (GMB) Listing created for your business, a new lead generation website for your business, PLUS Game Changing Software that will convert your form submissions into phone calls in addition to getting your new website to rank in local searches. Targeting will be provided for up to 5 locations.

Design and Build a Website

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly Wordpress platforms. We won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.)

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox folder or another file sharing repository or development site with you and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking, you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

Add Photos and/or Copy

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high-resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you would like us to search for photographs for you, we can provide a separate estimate for that. If chosen as a service, we will be responsible for inputting text or images into your content management system or creating pages on your website.

Search Engine Optimization (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. We do make every effort to help increase your page rankings using proven "white hat" techniques.

Local Lead Generation

We don't guarantee any specific amount of leads daily / weekly / or monthly. We analyze web traffic, search engine searches, and overall general local market stats to determine what steps are necessary to implement in order to attract new customers. Often this service is used in conjunction with our other services to create a strategy that works well to bring in new business.

Social Media Marketing

We will create a Facebook company page to help promote [Customer] and website. Regular posting to this page is encouraged along with any relevant photos or videos.

Adding Citations / Creating Backlinks

We will submit Business Name, Address and Phone Number (NAP) to the top directory listings and aggregates on the web. These directories help boost your site(s) authority with the search engines. Consistent NAP is a priority to having effective directory listings. If necessary, we will also research the top search results and look for clues to determine why Google has ranked a site higher in the search results. These findings will be applied to our current listing program and SEO campaign.

Call Tracking Phone Number

We use a call tracking phone service to provide local phone numbers with IVR (Interactive voice response) menu, call tracking, call forwarding, and call recording. All calls are recorded and the caller is informed prior to the call being connected to [Customer]. We [Company] from time to time will listen to the calls to help fine tune optimization for lead generation or website SEO. [Customer] understands any call tracking number used for a website(s) will remain sole property of [Company] and ownership will not transfer to [Customer] if at any time this agreement is terminated.

Adwords Campaign

Crafting a successful Adwords campaign can usually jump start the flow of leads coming from a newly created website. We will work directly with actual Google Adwords experts to create targeted campaigns to bring in leads from relevant search terms. We can also do the same for an existing website. This service is optional and can be included if [Customer] desires, at which time a proper monthly Adwords campaign budget can be discussed.

Logo Design

We will create a new logo design for your business based upon your input. We will seek your final approval and you will provide input as requested throughout the design process.

Competitor and/or Niche Research

We will research local competition and trending keyword searches in the target locations for your business' product or services. We will use this information to improve your ranking results.

Technical Support

We're not a website hosting company so we don't offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred hosting providers. We can set up your site on a server, plus statistics software (Wordpress) and we can provide a separate estimate for that if not otherwise included in previous discussions. Then, the updates to, and management of that server will be up to you. In the cases where we do setup hosting with our preferred hosting providers, only 1 year will be included. If you decide to move the site off before 1 year, [Customer] will be responsible for all remaining charges if any.

Changes and Revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the amount of work / effort we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional services.

Payment Schedule

We're sure you understand how important it is as a business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Payment details: \$_____ due to commence work.

Payment schedule: \$ _____ monthly to commence 30 days from date contract is signed and be paid monthly until the agreement is terminated.

We issue invoices electronically. Our payment terms are due upon receipt of invoice by Cash, Credit Card or Check online or in person. All proposals are quoted in U.S Dollars and payments will be made at the equivalent conversion rate at the date the transfer is made.

Legal Stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under the contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of the contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual Property Rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website that we design (under Design and Build a Web Site service) for you plus the visual elements that we create for it. We'll give you source files and finished files, when possible, and you should keep them somewhere safe as we're not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying Our Work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Termination of Agreement

[Customer] can terminate the agreement at any time by written correspondence to [Company]. [Customer] must have a zero balance owed to [Company]; otherwise, [Customer] will be in default of payment agreement. In the event that any outstanding payments are due, the agreement will remain active until [Customer] pays in full all monies owed to [Company].

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under the contract and not cause the other to breach any relevant laws or regulations.

The contract stays in place and need not be renewed. If for some reason one part of the contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and the contract is a legal document under exclusive jurisdiction of U.S. courts.