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125 Cape Sable Drive  
Naples Florida 34104  
239-370-1619  
www.SynergyIncorp.com

## Customer Agreement

**This Agreement** is made and entered into this day of \_\_\_\_\_ by and between Synergy Incorporated, a Florida corporation and the client listed below.

Client/Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Cell # \_\_\_\_\_

Fax # \_\_\_\_\_

Email: \_\_\_\_\_

Website URL \_\_\_\_\_

Creating a superb website takes effort based on good communication and team work between Consultant and Client. To ensure that we all understand the website process please read the following procedures.

**Authorization**

“Client” desires to have Synergy Incorporated herein referred to as “Consultant”, either develop a new website or improve upon an existing website which is to be prepared on the client’s web space. The client hereby authorizes Synergy Incorporated access to the client’s web space for this project. The client authorizes Synergy Incorporated to publish their completed website to web search engines and any other web directories and indexes.

**Scope of services provided**

1. Consultation services which may include oral or written documentation that will be used to design pages on the website.
2. The consultant can provide and register a chosen domain name for the client.
3. Web hosting service can be provided by Synergy Incorporated. (A separate contract will need to be signed for hosting agreements.)
4. Assistance in choosing a website template.
5. Design a website based on information and data supplied by the client in accordance with the terms of this contract/agreement.

**Website Expenses and Fees**

Synergy Incorporated’s website design fees are charged on an hourly rate of \$85.00 per hour. This rate will be honored for 6 months after the contract is signed. Continued service after that time will require a new contract and prices subject to change. Once the client has read the contract and agrees to all terms, a down payment of 50% of the project’s estimated budget or cap will be required (down payment amount not to exceed \$500.00). Projects with a budget greater than \$3000.00 will require a down payment of \$1000.00.

Progress payments Upon presenting the client with a completed design of their home page with layout, header, navigation bar and text, a progress payment will be required. This payment is to be in the amount of the balance on account plus an additional 50% of the original down payment amount. Submission, or resubmission, of the website to popular web search engines is to occur after the final payment is made. A signature on this contract from both parties will be required to start the website design process.

**Consultation**

Synergy Incorporated offers 2 hours of free consultation. This will include the first meeting to discuss the contract agreement, approval and signatures from both parties, discussions on website layout and information to support website content and design, images and other forms or documents. If there is any consultation time left it will be applied to phone conversations and email correspondences requesting a response. Any phone/email correspondence over 15 minutes in length where website changes are made will be charged as minutes and applied to the billing invoice at the rate noted.

To avoid long distance telephone charges or cell phone usage, Synergy Incorporated is equipped to converse through email or pc video-conferencing.

**Choosing a domain name/ Web address**

Synergy Incorporated provides free domain name registration and setup with the purchase of select web hosting plans. If the client does not already have a domain name, the consultant will assist the client with choosing and registering one. Clients who wish to research and choose the proper name for their site on their own may verify domain name availability through our website at [www.SynergyIncorp.com](http://www.SynergyIncorp.com).

Often times, other website design firms will hold the client’s domain name as their own and not allow the client privilege to transfer/take their name with them to another design firm. Synergy Incorporated does not engage in this practice. As long as there are NO PENDING CHARGES to the client’s account and the account is PAID IN FULL, the primary contact on account will retain ALL RIGHTS and ENTITLEMENTS to whichever domains are registered by Synergy Incorporated.

Root access to the domain’s control panel is available upon client’s written request.

**Template Selection**

The selection of a web template for use in your upcoming website design is crucial. The template you select will provide the foundation for your website. You should like the: layout, color scheme used, flash animations (if applicable) and the navigation / style of the menu system. Please be aware that while all parts of the template are able to be modified, some parts (such as those previously mentioned) are particularly more time consuming to change. While Synergy Incorporated does their best to aid you in the selection of a web template, it is ultimately you, the client, whose satisfaction is important.

**Hosting Agreement**

If the client does not have their own webhosting plan setup, Synergy Incorporated is equipped to provide website hosting. The hosting is the virtual space on the internet that stores the client's website content and makes it accessible to the world. The client acknowledges and understands that a separate agreement will need to be signed if hosting is to be provided by Synergy Incorporated.

If the client chooses a web hosting company other than Synergy Incorporated, the client agrees to select a company that will allow Synergy Incorporated, full/unrestricted access to both the root directory and cPanel (or equivalent). A webhosting plan is required before website work can begin.

**Site Content**

Synergy Incorporated will do the best they can to design your website based on information the client supplies. Often, clients underestimate how important their contribution is to the website project.

Some clients feel overwhelmed to produce the amount of content needed or simply have very little content to offer. From a designers' point of view the client's input is the foundation of a successful website. Should the client decide for the consultant to assist with research, content and text it is important to understand that the time spent providing this service could affect the client's budget for the website design project. Synergy Incorporated can not be responsible for these additional charges if the client does not produce the proper amount of content. Client should provide the needed content to the consultant within **10 days** of the signed contract and consultation. Synergy Incorporated has the right to terminate the contract based on lack of content and the client will be obligated to pay for services preformed. The client will not hold website approval due to lack of their own provision of content.

**Initial on the appropriate line below:**

Client will provide most or all of the content \_\_\_\_\_

Client requires consultant to assist with research and content \_\_\_\_\_

**The Web design Process outlined****1. Initial meeting with client**

Customer agreement signed, down payment collected, domain name chosen, hosting agreement signed, hosting check collected (1month in advance), begin choosing a web template, client begins sending content to Synergy Incorporated

**2. Web Template Selected / Purchased on Account****3. Begin Web Design Process****4. Second Web Meeting**

Present home page to client, discuss work completed and progress, ensure client satisfaction with services rendered, and collect progress payment

**5. Final Meeting**

This will take place after all content is created and in place on the web, ensure client satisfaction with services rendered, final adjustments made, final check collected.

**6. Site Submitted to Major Search Engines**

**Maintenance**

This contract agreement includes minor web page maintenance including sentences, paragraphs or link changes for 6 months after the contract is signed. It does not including store product page changes nor does it included removing and replacing text or images where time exceeds more then 15 minutes of labor. Any phone/email correspondence over 15 minutes in length where maintenance changes are made will be charged as minutes applied to the billing invoice at the rate noted.

**Refund Policy**

If the client decides to halt work after the customer agreement has been signed and down payment or progress payments have been made, a request for refund and/or cancellation will need to be submitted by registered mail within 30 days of the signed contract to:

Synergy Incorporated  
125 Cape Sable Drive  
Naples, Florida 34104

The work completed will be billed at the hourly rate stated above and deducted from initial payment(s), 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(s), the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of these initial payment(s) will be refunded unless a written request is made within 30 days of signing this contract.

**Copyright to Web Pages and Trademarks**

The client unconditionally guarantees that any elements of text, graphics, images, designs, trademarks, and/or other artwork furnished to Synergy Incorporated to be included in webpages are owned by the client, or that the client has obtained permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Synergy Incorporated and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to the work of finished designs by Synergy Incorporated is owned by Synergy Incorporated Upon final payment, the client is assigned rights to use the website design, graphics, and text contained in the finished 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. Synergy Incorporated retains the right to display graphics and other web design elements as examples of their work in their respective portfolios.

**Electronic Commerce Laws / E-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 Synergy Incorporated and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

The client understands and agrees the text and graphic content of e-commerce pages will be supplied by the client and executed as specified by the client.

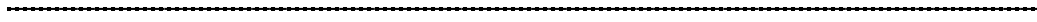
Product pages, products, or photos added after the store is ready for submission to the web search engines will be calculated for actual time spent at the hourly rate specified above. Synergy Incorporated will include 1 hour of consultation to help clients learn how to use their store software. Any additional charges will be calculated on an hourly basis as noted above.

**Payments Agreement**

Payments to Synergy Incorporated must be made promptly. If payments are not received after 10 days of the due date Synergy Incorporated reserves the right to remove webpages from viewing on the Internet until payment is made. In the event that collection becomes necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective after the contract is signed by both parties.

Regardless of where the contract is signed the client understands and agrees for the purpose of venue this contract was entered into in Collier County, Florida and any dispute will be litigated or arbitrated in Collier County, Florida.

This agreement is for the protection of both the Client and the Consultant. The Consultant will do the best job they can using the information provided by the Client. We have no control over your website income, traffic, or ranking with major search engines. We recommend our clients add to or change the content of their site when possible to keep their website up to date.



**Please Read This Website Design Contract in Full and Sign/Date Below**

The undersigned agrees to the terms of this agreement on behalf of his or her organization and acknowledges that they have the proper authority to sign and enter into such an agreement.

**Company Owner/Officer** (authorized signature):

x \_\_\_\_\_ Position/Title \_\_\_\_\_ Date \_\_\_\_\_

**Project manager (as designated by the Client)** (authorized signature):

x \_\_\_\_\_ Position/Title \_\_\_\_\_ Date \_\_\_\_\_

**Representative/Employee of Synergy Incorporated** (authorized signature)

x \_\_\_\_\_ Position/Title \_\_\_\_\_ Date \_\_\_\_\_