



## CONTRACT

n. design will help you to determine what you will require From our Branded Web Program, we will design and produce your selected materials For you within the timelines outlined in the contract and then go live and host everything created. n. design will secure and register your DNS For you, connect the DNS to the website and host it For the term of the contract. n. design will create and host up to Five email accounts if needed. n. design can also help with regular monthly updates & maintenance as required For additional costs to the design & hosting package.

Company Name

Address

City

Province

Postal Code

Authorized Representative of the Company (Name)

Title

Email Address

Phone Number

Fax

Desired Domain Name

If DNS owned with who

Users name

Password

Contract Start Date  
Month/Year

Contract End Date  
Month/Year

## OFFICE USE

Active Project Time

12 Monthly  
Payments

24 Monthly  
Payments

☐ \$650 Deposit

Credit Card Type

Credit Card Number

CCV Code

Expiration Date

Name on Card

Postal Code of the card billing  
address if different from above

Authorized Credit Card Holder Signature

Date



AWARD WINNING GRAPHIC DESIGN AND  
MARKETING STRATEGIES FOR BUSINESSES

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Oshawa, ON L1K 0E6

Description	<input type="checkbox"/> \$650 Deposit	<input type="checkbox"/> No Deposit	Active Project Time
<b>WEBSITE DESIGN &amp; COMPLETE HOSTING - 1 YEAR</b>			
<input type="checkbox"/> Basic Single Page Scroller (Unlimited Hosting)	\$ 63/mo	\$ 118/mo	4 WKS
<input type="checkbox"/> Advanced Single Page Scroller (Standard Hosting)	\$ 88/mo	\$ 155/mo	4 WKS
<input type="checkbox"/> Advanced Single Page Scroller (Unlimited Hosting)	\$ 95/mo	\$ 163/mo	4 WKS
<input type="checkbox"/> Advanced Website (Up to 7 Pages - Standard Hosting)	\$ 134/mo	\$ 205/mo	6 WKS
<input type="checkbox"/> Advanced Website (Up to 7 Pages - Unlimited Hosting)	\$ 141/mo	\$ 213/mo	6 WKS
<input type="checkbox"/> Advanced Ecommerce Website (Up to 7 Pages + Shopping Section - Standard Hosting)	\$ 174/mo	\$ 249/mo	8 WKS
<b>CUSTOM WEBSITE DESIGN &amp; COMPLETE HOSTING - 1 YEAR (\$2,245 DEPOSIT REQUIRED)</b>			
<input type="checkbox"/> Custom Website (Unlimited Hosting)	\$ 188/mo	N/A	12 WKS
<b>COMPLETE HOSTING PACKAGES - 1 YEAR</b>			
<input type="checkbox"/> Basic Unlimited Hosting	N/A	\$ 26/mo	1 WK
<input type="checkbox"/> Advanced Standard Hosting	N/A	\$ 33/mo	1 WK
<input type="checkbox"/> Advanced Unlimited Hosting	N/A	\$ 39/mo	1 WK
<input type="checkbox"/> Advanced Ecommerce Standard Hosting	N/A	\$ 45/mo	1 WK
<b>WEBSITE DESIGN &amp; COMPLETE HOSTING - 2 YEAR</b>			
<input type="checkbox"/> Basic Single Page Scroller (Unlimited Hosting)	\$ 47/mo	N/A	4 WKS
<input type="checkbox"/> Advanced Single Page Scroller (Standard Hosting)	\$ 63/mo	N/A	4 WKS
<input type="checkbox"/> Advanced Single Page Scroller (Unlimited Hosting)	\$ 70/mo	N/A	4 WKS
<input type="checkbox"/> Advanced Website (Up to 7 Pages - Standard Hosting)	\$ 87/mo	N/A	6 WKS
<input type="checkbox"/> Advanced Website (Up to 7 Pages - Unlimited Hosting)	\$ 94/mo	N/A	6 WKS
<input type="checkbox"/> Advanced Ecommerce Website (Up to 7 Pages + Shopping Section - Standard Hosting)	\$ 115/mo	N/A	8 WKS
<b>CUSTOM WEBSITE DESIGN &amp; COMPLETE HOSTING - 2 YEAR (\$2,488 DEPOSIT REQUIRED)</b>			
<input type="checkbox"/> Custom Website (Unlimited Hosting)	\$ 104/mo	N/A	12 WKS
<b>COMPLETE HOSTING PACKAGES - 2 YEAR</b>			
<input type="checkbox"/> Basic Unlimited Hosting	N/A	\$ 23/mo	1 WK
<input type="checkbox"/> Advanced Standard Hosting	N/A	\$ 30/mo	1 WK
<input type="checkbox"/> Advanced Unlimited Hosting	N/A	\$ 37/mo	1 WK
<input type="checkbox"/> Advanced Ecommerce Standard Hosting	N/A	\$ 42/mo	1 WK

*All the Design & Hosting Packages Include Domain Name Registration & Setup with up to Five Email Accounts. Email accounts must be set up at the onset of the program.*

*Activating/Deactivating email accounts after the program start will be billed separately at a price of \$25 per activation/deactivation.*

Description	<input type="checkbox"/> 1 YR	<input type="checkbox"/> 2 YR	Active Project Time
<b>ADDITIONAL OPTIONS</b>			
<input type="checkbox"/> Additional Domain Name (DNS) Registration & Hosting	\$ 5/mo	\$ 3.75/mo	1 WK
Desired Domain Name _____			
<input type="checkbox"/> 10 Emails Hosted (Additional 5 Emails added to Account)	\$ 1/mo	\$ 1/mo	1 WK
<input type="checkbox"/> 20 Emails Hosted (Additional 15 Emails added to Account)	\$ 2/mo	\$ 2/mo	1 WK
<input type="checkbox"/> Stock Photography (1 Yr = \$1/mo Per Photo 2 Yrs = \$0.60/mo Per Photo) Number of photos needed _____	\$ ____/mo	\$ ____/mo	1 WK
<input type="checkbox"/> Page Content (1 Yr = \$10/mo Per Page 2 Yrs = \$5.25/mo Per Page) Number of pages needed _____	\$ ____/mo	\$ ____/mo	1 WK
<input type="checkbox"/> Scheduling Calendar	\$ 10/mo	\$ 10/mo	1 WK
<input type="checkbox"/> Mobile Friendly Ordering Menu (4 Apps, 4 Mains, 4 Desserts & Drinks)	\$ 200   \$ 61/mo	\$ 200   \$ 34/mo	1 WK
<input type="checkbox"/> Mobile Friendly Ordering Menu (8 Apps, 8 Mains, 8 Desserts & Drinks)	\$ 300   \$ 89/mo	\$ 300   \$ 50/mo	1 WK
<input type="checkbox"/> Mobile Friendly Ordering Menu (12 Apps, 12 Mains, 12 Desserts & Drinks)	\$ 450   \$ 132/mo	\$ 450   \$ 74/mo	1 WK
<input type="checkbox"/> Personalized iOS/Android App to go with the above menu	\$ 120/mo	\$ 120/mo	1 WK
<b>WEBSITE MAINTENANCE &amp; MANAGEMENT</b>			
<input type="checkbox"/> 3 hrs/yr Basic Site Management & Content Updates	\$ 20/mo	\$ 20/mo	3 WKS
<input type="checkbox"/> 6 hrs/yr Basic Site Management & Content Updates	\$ 30/mo	\$ 30/mo	6 WKS
<input type="checkbox"/> 8 hrs/yr Basic Site Management & Content Updates	\$ 36/mo	\$ 36/mo	8 WKS
<input type="checkbox"/> 12 hrs/yr Basic Site Management & Content Updates	\$ 50/mo	\$ 50/mo	12 WKS
<input type="checkbox"/> 24 hrs/yr Basic Site Management & Content Updates	\$ 100/mo	\$ 100/mo	24 WKS
<b>EXTRAS</b>			
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<input type="checkbox"/> _____	\$ _____	\$ _____	____ WKS
<b>Total \$ _____ \$ _____ _____ WKS</b>			

## BRANDED WEB TERMS & CONDITIONS

The Client acknowledges having read the terms and conditions set forth within this document, understands them, and agrees to be bound thereby. Further, the Client agrees that this is the complete and exclusive statement of the agreement between the parties. No representation or covenant not included in this agreement has been relied on by either party.

This agreement ensures n. design's availability to complete the specified work within the timeline outlined referred to as the "Active Project Time". If additional hours above and beyond the agreed-upon package is required by the client throughout the term of the contract, those hours will be invoiced at a rate of \$100/hr in addition to the monthly invoices throughout the term of the contract. Monthly invoicing will begin on the **start date of the contract** and continue on the **1st of every month** thereafter to the completion of the contract as outlined. Work on projects will **NOT BEGIN** until **all required client supplied materials needed to complete the work (logos, photos, text etc...) have been supplied in full**. The date all materials are given to us will be considered the start of the **Active Project Time** and the completion of the website to go live will then be determined based on that start date regardless of where we are at in the payment process. **The Active Project Time refers to the time needed to design and develop the website prior to going live.** The typical time needed to complete the **design and development** is **two to four months** but this is **dependent on timely client responses**.

Client Initial Here  
Having read & understood  
the above Terms & Conditions

## TERMS AND CONDITIONS

### Working Agreement:

This document, when signed by you noted here-forth as "the Client" with a copy returned to us, will constitute a working agreement between n. design and the Client for the term as stated on the contract. All projects or services which n. design may be contracted to produce or provide for the Client will be subject to the provisions of this agreement.

### Intellectual Property:

The Client has paid for the rights and usage of the final print or website ready artwork files. All editable electronic working files are the intellectual property of n. design and are not included as part of this contract. The option for the Client to purchase the working files from n. design can be negotiated separately at any time.

### Fees and Costs:

**Estimates:** Estimates apply only to the stated job description as outlined. Since it is impossible to predict total fees and costs with absolute accuracy, a stated contingency will be allowed for. Client approval shall be required for fees that exceed the allowed contingency percent only. Unless otherwise specified, estimates are based on reasonable time schedules. In those cases, when the work eventually performed requires the work to be done on a RUSH or overtime basis, any additional costs incurred due to such circumstances will be reflected in n. design's charges to the Client. n. design reserves the right to refuse to begin, complete or deliver any work until the fees agreed upon are paid according to the billing sequences specified. Estimates may be withdrawn by n. design if not accepted by the Client within a period of 30 days.

**Production Charges and Out-of-Pocket Disbursements:** Design fees do not include the production charges of third-party suppliers for such items as photography, illustration, copywriting and other such material (without limitation thereby) contracted for artwork, retouching, colour separations, printing, paper, shipping, etc. These items will be itemized and charged in addition to n. design's quoted fee. Similarly, design fees do not include (without limitation thereby) photocopies, postage, facsimiles, art supplies, long distance phone calls, electronic file conversions, laser proofs, messenger services, travel expenses, etc. These items will be identified as out-of-pocket expenses and will be charged in addition to n. design's quoted fee. Production charges and out-of-pocket expenses are subject to normal trade variances and n. design's then current service charges. Accordingly, n. design is entitled to adjust its charges to reflect such circumstances and incurred costs. Quoted production charges and out-of-pocket expenses are estimates only.

### Client Approvals:

Upon completing mechanical artwork (or equivalent), the Client will be required to provide n. design with written approval and authorization to proceed with the subsequent phases of the project(s), such as final film work, printing, manufacturing and installation, etc., as applicable. n. design makes all reasonable efforts to ensure that the work produced for the Client is accurate and correct to the best of its knowledge. Notwithstanding, the Client acknowledges and agrees that: the final responsibility for the content and accuracy of information used (i.e. what gets printed in the case of printed materials) must always rest with the Client. Therefore, it is the Client who must give the final approval to proceed with production, and this responsibility cannot be delegated. Upon signing, or other approval of designs and artwork (or equivalent), the Client or an authorized representative (duly authorized in writing to act on behalf of the Client with respect to the Project) must acknowledge that he or she has checked, approved and assumes total responsibility, and further acknowledges that n. design will not be held liable for errors. THE FOREGOING REPRESENTATION IS IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

### Revisions, Alterations and Additions:

Any work requested by the Client and performed by n. design which was not included in the original stated job description, such as, but not limited to, Author's Alterations (AAs), changes or additions will be considered to be "new work" and will be charged in addition to the fees or costs specified.

### Designer's Authority:

n. design will have the authority to act on the Client's behalf in all matters expressed and/or implied in the Proposal with regard to the Project(s) including co-ordinating and integrating the work of and with all specialists, suppliers, contractors, sub-contractors and consultants. The client however, agrees that in no event will n. design warrant or be held liable for the competence and performance or failure of the work thereby entrusted to such a third-party, supplier or consultant.

### Cancellation:

If, for any reason, at any time during the duration of this contract the Client should decide not to proceed to the completion of the terms of the contract, written notification to n. design is required. Upon such notification, the Client will be required to pay out 25% of the balance of the term of the agreement in one lump sum. In addition the Client will be invoiced for all fees, production costs and out-of-pocket expenses incurred to the date of cancellation.

### Other Matters:

n. design reserves the right to refuse to be a party to any Project which, in the sole judgment of n. design would be illegal, fraudulent, or in some other way harmful to the best interests of n. design.

n. design will not be responsible for any legal clearances incumbent upon Clients to receive including (without limitation) any searches, permits, packages or labeling requirements.

n. design will use all reasonable efforts to protect any property or materials the Client entrusts to n. design and to guard against any loss. However, in the absence of negligence on the part of n. design, n. design will not be responsible for the loss, damage, destruction or unauthorized use by others of such property. Nor will n. design be responsible for the failure of other suppliers or vendors, such as printers, typesetters, photographers, fabricators, contractors, manufacturers, etc.

If the client wishes to produce the final design themselves, print or web ready artwork can be supplied to the client. Additional charges may apply for this. Upon the release of any print or web ready artwork from n. design to the client, the client will produce the artwork only in the formats and quantities agreed upon with n. design and this work will be distributed solely within Canada. Additional reprints of the artwork would need to be approved by n. design before reprinting to ensure additional compensation isn't required for the reprint. No alterations or modifications to the print ready artwork is permitted without n. design knowing and agreeing to these modifications or alterations and then approving the revised artwork before it can be used. Distribution of the artwork outside of Canada will only be permitted once additional fees and terms have been agreed upon with n. design prior to the international release.

n. design will also make all reasonable efforts to return as promptly as possible all material and property which is owned by the Client or for which the Client has paid. However, n. design is not authorized to release any property or material which may be owned by others. This includes any photographs, illustrations, designs, lettering, mechanicals, electronic files, or other such artwork which is specifically owned by n. design or commissioned artists or photographers. Unless otherwise specified fees include "First North American Rights Only" and any further transfer of ownership can only be signed away by the owners, authors, artists, photographers or other such suppliers directly. Should such ownership rights be desired or should unlimited use of a particular piece of artwork or photography be desired, the Client must inform n. design of such desires before n. design contracts for such work and n. design will negotiate for such rights on behalf of the Client.

n. design reserves the right to use any work produced for Clients as samples to promote n. design in any reasonable way for its marketing needs. This can include the n. design website, any social media platforms (including but not limited to Facebook, LinkedIn, and Twitter), printed and online marketing materials and industry awards. n. design also reserves the right to attach appropriate credit notes on any work created for the Client.

Any design ideas which are not accepted and paid for by the Client remain or become the property of n. design and n. design will be free to use such designs in any way n. design desires.

Any action against n. design whether under this agreement or relating to the subject matter of the agreement must be commenced within 60 days after such cause of action accrues.

In the event that the Client issues a purchase order or other document covering all or part of the subject matter of this Agreement, it is hereby specifically agreed that such purchase order or document is for the Client's internal purposes only in that no term or condition stated therein, whether printed, written or typed, shall have any force or effect.

### Agreement Validity:

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. This general agreement forms the basis for our entire working relationship and shall not be modified or altered in any respect except by mutual agreement in writing.