

REGAL CREATIVE, LLC
250 E Wisconsin Ave • 18th Floor
Milwaukee, Wisconsin 53202
(414) 455-0552

WEB DESIGN SERVICE AGREEMENT

CLIENT INFORMATION

Name:
Company:
Address:
Phone:
Email:
Domain:

1. **PROJECT.** The above-named Client (hereinafter referred to as "Client" or "You" or "Your") is engaging Regal Creative, LLC, (hereinafter referred to as "Regal Creative" or "We" or "Our"), for the following project (hereinafter referred to as "Project"). Our services are listed below and are described, in detail, under "Description and Cost of Selected Services".

Website Design/Redesign
Website Hosting
Domain Name Registration
Logo Design
Search Engine Optimization
Applications
Creation of Copy/Content
Other:

Description and Cost of Selected Services:

Total Cost for Selected Services [not including yearly hosting] -

Total Cost for Selected Services [including yearly hosting] -

PLEASE CIRCLE WHETHER HOSTING IS TO BE INCLUDED:

YES, I WOULD LIKE TO SELECT THE YEARLY HOSTING PACKAGE

NO, I WOULD NOT LIKE TO SELECT THE YEARLY HOSTING PACKAGE

2. **INDEPENDENT CONTRACTOR.** The Client is engaging Regal Creative as an independent contractor for the specific purpose of providing the services in this agreement.

3. **AUTHORIZATION.** Regal Creative will require full access to the Client's web hosting and domain name services in order to complete the project. If the web hosting or domain name services are provided by the Client, the Client hereby authorizes Regal Creative to access those services, and authorizes the provider of those services to grant full access to Regal Creative. Full access is defined as unrestricted access to File Transfer Protocol and Control Panel Services of the service provider. If full access is not granted it may be impossible to complete the project.

4. **DOMAIN NAMES AND TRANSFERS.** Regal Creative will assist the Client with the transfer or necessary modification of an existing domain name. This assistance is limited to attempting to provide the Client with contact information of the current domain name registrar. It will be the Client's responsibility to complete the transfer or modification of the domain name, as proof of ownership may be required by the existing domain name registrar before such changes are accepted.

5. **WEB HOSTING.** Regal Creative offers web hosting as an additional service. Upon the Client's request, Regal Creative may

attempt to transfer an existing website from the Client's existing web server to a Regal Creative provided web server, provided the Client grants File Transfer Protocol (FTP) access to Regal Creative. The Client understands any furnished web hosting service will be subject to the approval of Regal Creative. Furthermore, Regal Creative will not provide support for any 3rd party web hosting service. The cost of hosting is \$15/mo as a yearly contract to be billed quarterly unless otherwise agreed upon by Regal Creative and the Client.

6. **ELECTRONIC COMMERCE.** The Client understands and agrees that all costs associated with electronic commerce are the sole responsibility of the Client. These costs include, but are not limited to: data entry, security certificates, security overviews, merchant accounts, and credit card processing.

7. **ELECTRONIC COMMERCE LAWS.** From time to time governments enact laws and levy taxes and tariffs affecting electronic commerce. The Client understands and accepts all responsibility for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Regal Creative and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of electronic commerce.

8. **E-COMMERCE LIABILITY.** The Client agrees to release Regal Creative and its subcontractors of any and all liability arising from the Client's exercise of electronic commerce. This includes, but is not limited to, the potential loss or theft of commercial, personal or financial data of either the Client or the Client's customers. The sole risk of engaging in electronic commerce is with the Client.

9. **SEARCH ENGINE OPTIMIZATION.** If this service is selected, Regal Creative will attempt to increase the search result rank of the Client's website, but makes no guarantee as to the satisfaction of the service.

10. **CREATION AND DELIVERY OF CONTENT.** The Client is responsible for providing Regal Creative all written content, in finalized electronic form, in a timely manner. Acceptable file formats include any Microsoft Office or Works file format.

11. **HOURS OF OPERATION.** Regal Creative is currently open 9am-8pm, Monday thru Friday.

12. **ADDITIONAL WORK.** Any service requested by the Client, which is not detailed in this agreement, will be subject to additional costs, which will be detailed at the time of request.

13. **WEB SITE MAINTENANCE.** This agreement allows for minor web site maintenance to the pages of the Client's website for a limited time as specified in Description and Costs of Selected Services and is based on the web design package chosen by the Client. The maintenance period will expire one year to the date of the completed Project. Maintenance includes updating links and portions of page text, but specifically excludes adding pages or scripts or programs, modifying page navigation or structure, modifying graphics, and repairing Customer modifications.

14. **METHOD OF COMMUNICATION.** Regal Creative will utilize e-mail and phone correspondence as the primary methods of contact with the Client. The Client agrees to provide Regal Creative with a valid e-mail address and phone number.

15. **COMPLETION DATE.** Regal Creative and the Client must work together to complete the project in a timely fashion. Regal Creative agrees to work expeditiously to complete the Project as contracted by the Client after the Client has submitted down payment, in accordance to Clause "Non-Refundable Deposit," and all necessary materials, in accordance to the Clause "Creation and Delivery of Content." The Client is responsible to provide the entire content in a timely manner and understands that Regal Creative will not be responsible if the Project remains largely unfinished or is delayed; due to the Client's own inaction. The delays can also occur if any milestone that requires the Client's attention, such as approving design mockups or changes is not acknowledged on time. All notifications of any modification awaiting Client approval will be delivered via e-mail and only at the discretion of Regal Creative will a phone call be made to notify the Client of changes awaiting approval. If the project is delayed, beyond the time specified in this Contract due to Client's inaction, Regal Creative may not work expeditiously to finish the project in accordance with the Client's new deadlines. Regal Creative will determine the interpretation of a reasonable amount of time.

Estimated Delivery Date:

16. **ASSIGNMENT OF PROJECT.** Regal Creative reserves the right to assign subcontractors as necessary for the completion of this project and may at times share with the subcontractor any relevant information necessary for the completion of the project.

17. **DATA BACKUP.** The Client will be responsible for performing all backups of all files, folders and databases of the Client's website and Project. Regal Creative only performs backup operations of our web server to protect against catastrophic events affecting the entire web server and not a single account or website. Data Backup becomes the responsibility of the Client after

a Domain Transfer has taken place. Refer to Domain names and Transfers.

18. **ADVERTISING.** Regal Creative reserves the right to use and advertise any product or service designed for, or delivered to, the Client.

19. **NON-REFUNDABLE DEPOSIT.** A non-refundable deposit of approximately 50% of the entire project will be required before any work commences:

Initial Deposit:

20. **PAYMENT METHOD.** All payments are to be in United States currency in the form of Cash, Check, Cashier's Check, Paypal, or Money Order. Do not mail cash - Regal Creative will not be held responsible for payment lost in mail.

21. **PAYMENT OF INVOICES.** The Client agrees to pay Regal Creative a 50% nonrefundable deposit upon execution of this agreement. Final payment is due prior to publication and/or delivery of the project or three months from the date of this contract, whichever is earlier, regardless of whether the project is completed or not. Payments not received by the due date listed on the invoice shall be subject to a late charge of fifteen percent (15%) per month of the overdue amount, where applicable by law. Regal Creative reserves the right to suspend or revoke service to overdue accounts, without prior notice, until the account is paid in full. Returned checks are subject to a \$30 service fee.

22. **CANCELLATION POLICY.** Any request for cancellation of services must be received in writing and are subject to clause "Term and Termination."

23. **REFUND POLICY.** Upon cancellation of services the Client may be entitled to a pro-rated refund of any prepaid Hosting Services in excess of three (3) calendar months. Domain name registration and transfer services do not have a refund policy as the product/service is transferable. All necessary refunds will be issued by Regal Creative company check within 30 days of receipt of cancellation.

24. **COPYRIGHTS AND TRADEMARKS.** The Client represents to Regal Creative and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Regal Creative for inclusion in this project are owned by the Client, or that the Client has written permission on file from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Regal Creative and its subcontractors from any claim or suit arising from the use of such elements. Copyright to any and all products and services furnished and provided to the Client are owned by Regal Creative. Upon final payment of this agreement, the Client is assigned rights to use the design, graphics, and text contained in the finished product. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of Regal Creative and/or their respective owners.

25. **CHOICE OF LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Wisconsin, and the parties consent to the sole and exclusive jurisdiction of the state courts and U.S. Federal courts having jurisdiction in Milwaukee County, Wisconsin for any dispute arising out of this Agreement.

26. **SEVERABILITY.** In the event that a court finds any provision of this Agreement invalid and/or unenforceable, both parties agree the remaining provisions shall remain valid and in force.

27. **TERM AND TERMINATION.** This agreement is effective immediately after signature by both Regal Creative and the Client. Client accepts the terms of this agreement by signature and initial deposit or payment for services. This agreement shall continue in force unless terminated pursuant to the following: The Client may terminate this agreement without cause upon written notice to Regal Creative via e-mail or letter forwarded to the address shown on this contract. Regal Creative may terminate this agreement at any time, with just cause, by providing written notice to the Client at the email address shown on this Agreement. Upon the termination of this agreement the following sections will survive: Electronic Commerce, Electronic Commerce Laws, Electronic Commerce Liability, Non-Refundable Deposit, Payment Method, Payment of Invoices, Advertising, Refund Policy, Copyrights and Trademarks, Choice of Law and Venue, Severability, Term and Termination, Disclaimer of Warranty and Limitation of Liability, and Sole Agreement.

28. **DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY.** THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WHICH ARE HEREBY DISCLAIMED. REGAL CREATIVE, ITS AGENTS, EMPLOYEES, VENDORS, AND SUBCONTRACTORS SHALL NOT BE LIABLE FOR (1) LOSS OR THEFT OF COMMERCIAL, PERSONAL, OR FINANCIAL DATA OF THE CLIENT OR CLIENT'S CUSTOMERS OR (2) ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS OR (3) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS) REGARDLESS OF THE

FORM

OR ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF REGAL CREATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGAL CREATIVE'S LIABILITY HEREUNDER SHALL NOT EXCEED THE AMOUNT PAID BY THE CLIENT TO REGAL CREATIVE DURING THE THREE (3) MONTH PERIOD BEFORE THE ACTION AROSE. THE CLIENT UNDERSTANDS THIS IS AN INTEGRAL PART OF THE CONTRACT AND LEGAL ADVICE SHOULD BE SOUGHT TO CLARIFY ANY MISUNDERSTANDINGS.

29. **SOLE AGREEMENT.** The agreement contained in this "Service Agreement" constitutes the sole agreement between Regal Creative and the Client regarding the project outlined above. Any additional work not specified in this agreement will require a separate agreement or change order and will be subject to additional costs.

The undersigned hereby agree to the terms, conditions and stipulations of this Agreement on behalf of his or her organization or business and has sought or declined legal consultation before entering into the contract.

On behalf of the Client:

Full Name:

Position:

Signature:

Date:

On behalf of Regal Creative:

Full Name:

Position:

Signature:

Date: