

**VITZY'S TERMS OF SERVICE
WEBSITE DESIGN AND CONSTRUCTION
2007**

Introduction

In truth, the biggest danger for a designer is a client who is excited to start work on a website, but slow to finish the process. The following terms are merely stated and outlined for the purpose of providing Vitzy's with a measure of protection in the case that a site fails to proceed with a certain degree of momentum from start to finish. If you remain open, responsive and provide your designer with the information needed to work on your website, these terms need not apply to you.

Thank you for your interest, and for familiarizing yourself with these terms.

Estimate

At the beginning of the design process, Vitzy's will provide the client with an estimate and the client will approve the estimate. Vitzy's agrees to construct the site outlined in the estimate and not exceed the listed charges, unless lag fees or reactivation fees are added, (see *Lag Fees* and *Suspension*). At the issuing of the estimate, \$75 or 25% (whichever is greater) of the estimate will be paid as a deposit. The rest will be due after the website is finalized, excepting long-term hourly jobs, which are billed every two weeks, after the amount of completed work exceeds the deposit. Sites will be launched (placed online on the client's domain) after final payment is received.

Should the client wish to expand beyond the initial plan, a new estimate will be provided and signed.

Should the client wish to cancel service at any time, the deposit will be returned with \$50 non-refundable startup fee and an additional \$20/hr fee subtracted for work already done by Vitzy's. When the hours of work at \$20/hr exceed the amount of the deposit, the deposit becomes nonrefundable, and cancellation of the site may incur a bill for work not covered by the deposit.

Progress

Construction of a website is a joint project between client and designer. Failure to respond to emails or phone calls, and failure to provide Vitzy's with necessary information for the production of your website may result in incomplete production. Vitzy's cannot be held accountable for an incomplete production due to client's lack of communication.

Additionally, should total site design of the original estimate exceed three months because of slow communication on the client's side, even without incurring lag fees or becoming suspended (see *Lag Fees* and *Suspension*), Vitzy's may then bill for work completed up to that point, and label the site low priority. Low priority clients may be less likely to receive quick responses to emails or design requests. Additionally, after three months of total construction time, Vitzy's has the right to request completion. If the client does not provide necessary information for the finalization and publication of the website within a week after Vitzy's has requested completion, the site may be suspended. (see *Suspension*)

Lag Fees

Vitzy's is dedicated to communicating with clients to make sure site design progresses steadily from beginning to end. The client is also responsible for maintaining open communication at all times while the site is under construction (a site is no longer under construction after the final balance is paid). Failure to respond to emails or phone calls, or failure to provide Vitzy's with information needed for the site's progress is defined as non-communication. Should non-communication exceed a week (unless previously arranged) the client will incur a lag fee of \$15 for each week that follows. After a month, should the client still fail to respond or provide necessary information, the site will be suspended.

Suspension

A site becomes suspended after a month of non-communication from the client, or if Vitzy's requests completion (see *Progress*) and the client does not provide necessary information. Once a site is suspended, the deposit becomes non-refundable and Vitzy's will bill for any amount of work completed before suspension occurred. Should a client wish to reactivate a site, a \$100 reactivation fee will apply. After six months, a site cannot be reactivated and a client wishing to continue work on a site must apply for a new estimate and pay a new deposit.