

# Craft Business Website Agreement

**Parties:** \_\_\_\_\_ ("Client") has a principal place of business located at \_\_\_\_\_ and is doing business as \_\_\_\_\_. And, Edward G. Palmer, a custom software developer of craft websites ("**Developer**") has a principle place of business at 13570 Grove Drive #361, Maple Grove MN 55311 and is doing business as Apostle Ministry, Inc.

**Purpose:** Client has asked Developer to create the custom software for a craft website for the display and/or online sale of \_\_\_\_\_, a craft business owned by \_\_\_\_\_.

**Product:** Developer will create the domain \_\_\_\_\_ using a variety of customized software code and input from the Client as listed below and will place the Client's customized craft business website on the Internet.

## **Therefore, it is agreed:**

### **1. Web Site Design**

A responsive web site is one that appears virtually the same on all electronic devices. You can test web sites on computers by dragging and shrinking the window size and observing what takes place. On a responsive design, as the window shrinks, different sized graphics and text are deployed so the page looks the same or similar and complete regardless of the size of the device window. To make this happen, the responsive design must start with the small viewports of smart phones and then provide a variety of graphic and text sizes. Custom computer code then recognizes the device's window size to shift page elements and text size so it appears the same on the different devices. Many blog sites use a responsive design, as do some news sites like CNN, ABC, and the LA Times.

In contrast, E-Commerce sites like Amazon and Craigslist do not use responsive designs specifically due to the limitations presented by the small viewports on smart phones. In contrast, many domains will create a smart phone application specifically geared to small window sizes. As a result, the Developer does not recommend Responsive Designs (Plan D) for E-Commerce websites. Plan D websites are more useful for blogs or presenting information by coding the web site so it will appear the same for all the various devices.

### **2. Mobile Friendly**

As more smart phones and other small devices are deployed, Google and other search engines put a premium on the web site that is mobile friendly. A mobile friendly site will display well on small devices. This is generally accomplished in three ways: a) using a responsive design, b) creating a mobile app for users, or c) in the case of standard web sites, creating a mobile web site that supports the standard website. The Developer takes the third approach and creates a Mobile Site geared for display on mobile smart phones. The primary website is then coded to recognize small devices and to then forward those web site visitors to the supporting mobile site defined in DNS settings (site locations).

### **3. Developer Recommendation**

If the Craft Business will deploy E-Commerce, the Developer recommends Plan C. This plan would have a web site optimized for E-Commerce using a computer browser. A second “M” mobile web site would be created and optimized for smart phone and other small devices. Users would be automatically sent to the mobile site if their screen size were small. The domain’s web site would show up on search engines as being mobile friendly. If only information is being disseminated, it doesn’t really matter which plan is selected for the Craft website. However, the Developer believes that if online product sales are the objective, that Plan C is the best option to select for Craft Businesses.

### **4. Custom Website Plan (Select one plan with an X)**

- A \_\_\_ Primary www website for computers only \$750.
- B \_\_\_ Primary www website with Mobile Friendly supporting website \$1250.
- C \_\_\_ Primary www website for E-Commerce and supporting Mobile site \$1500.
- D \_\_\_ Responsive Designed website \$3000.
- D1 \_\_\_ Optional: Responsive Design E-Commerce – Additional \$750.

### **5. Photos of Craft Products**

Client agrees to supply photos of the crafts being sold, which they have taken themselves and own the copyright to. In addition, Client agrees to supply other photos of the business which may be necessary and used in the development of the Client’s website. Client represents that they own the rights to all of the photos supplied to Developer.

### **6. Domain Registration**

Client agrees, unless an existing domain is to be used, that the Developer will research domain names and select the best domain name for the business to use. Domain registration charges will be billed at \$30/year for a minimum period of five years, which is a search engine ranking criteria. Domain registration costs include all DNS services required by the Developer to make the Client’s website fully functional.

### **7. Matching Email Strategy**

The Developer recommends the Client obtain a matching Email with either Google’s Gmail or another public email provider such as Outlook for use with the new domain.

A domain mail server is not recommended due to the fact that small domain mail servers are discriminated and even blocked by Google and others making email delivery difficult and questionable. Client acknowledges that a domain mail server will not be provided by the Developer as part of this Website Agreement.

### **8. PayPal Is E-Commerce Provider**

Client acknowledges that if the E-Commerce option is selected that the Client must establish a PayPal account that can be used to sell products. Client acknowledges that the Developer will only program PayPal products for E-Commerce sales online.

### **9. PayPal Product Coding Access**

Client acknowledges that if the E-Commerce option is selected that the Client must either A) create PayPal product codes that can be used to sell products and provide them to the Developer or B) provide the Developer with limited access to the PayPal account so that the Developer can create the product codes needed for direct sale online.

### **10. PayPal Inventory Management**

Client acknowledges that if the management of inventory to prevent sales of products not in inventory is desired that such management is done within the Client's PayPal account and is the sole responsibility of the Client.

### **11. Scope of Developer Work**

The scope of the Developer's work for Client is listed in Exhibit A of this Agreement. Developer will start working on this project within 3 days after Developer receives a signed copy of this Agreement and fifty percent of the total payment from Client, as defined by the chosen Custom Website Plan indicated in paragraph #4. If the scope of work changes after signing this Agreement, Client and Developer agree to define the changes and sign an amended Exhibit A and Exhibit B if required.

### **12. Project Milestones**

Developer and Client have agreed that Developer will work on this project in phases. Exhibit B to this Agreement lists the milestones that Developer and Client have agreed on will apply to each phase of Developer's work for Client.

### **13. Design Concept Approval**

Developer will provide a design concept preview for Custom Website Plans A-C as part of the Project Milestones. This will be a concept web site previewed on the Developer's Server at the address <http://www.icnewswire.net/client-site> where "client-site" will be defined to identify the temporary location of the design concept preview for the Client.

### **14. Final Deliverables**

Developer will deliver to Client, within 45 days after the Client approves the final deliverable(s) and pays the balance due invoice emailed via PayPal, digital files on a CD or DVD that contain the Developer's work for Client under this Agreement.

Specifically, Developer agrees to provide to the Client a fully functioning website based upon the specifications defined in Exhibit A. The website created by Developer will be up and running, online, functional and accessible. Client is informed and understands that Developer will use its best efforts to perform hereunder.

However, Client understands that multimedia applications, custom websites and software are complicated and imperfect environs. Developer will attempt to cure and remedy any unforeseen glitches, bugs and/or errors, but those efforts will be based upon the original specifications in Exhibit A, including any agreed upon modifications of Client.

### **15. Original Work/Conflicts/Confidentiality**

Developer promises that work does not violate the patent, copyright, trade secrets or other property right of any person, firm or entity. Developer promises that this Agreement does not conflict with any other contract, agreement or understanding to which Developer is a party. Finally, Developer promises to hold and maintain in strict confidence any confidential information that Client provides (such as proprietary technical or business information), and Developer will not disclose such information to any third party except as may be required by a court or governmental authority.

### **16. Hosting Fees**

Client acknowledges that, unless other arrangements are made, the website developed will be hosted on the Developer's server or a server that the Developer chooses to use. Monthly hosting is \$20 per any Plan A-C website payable quarterly via PayPal recurring billing. Additional monthly hosting is \$20/month for Mobile Sites that regularly exceeds 500 page views monthly and will be billing annually using PayPal recurring billing. Monthly hosting is \$30 per month for any Plan B site and depending upon server used is billable either quarterly or annually via PayPal recurring billing. Failure to pay hosting fees will result in turning the website off after a period of 60 days of non-payment.

### **17. Miscellaneous Items**

The following items apply to this agreement.

- a) A primary web site typically has 7-10 main menus as determined by Developer.
- b) Mobile web sites contain a maximum of 10 pages without added charge.
- c) Mobile web sites provide 500-page views/month without added charge.
- d) Most Craft Businesses are not expected to exceed 500 mobile page views/mo.
- e) E-Commerce sites include up to 20 products coded via PayPal for online sale.
- f) Additional E-Commerce products are optional at \$50 per product.
- g) Hosting fees include all DNS, domain management services, and site backups.
- h) Hourly Rates apply to all changes where a flat rate price is not yet published.
- i) Flat rate website costs do not include sales taxes or other government fees.
- j) Any 1099 Forms generated must be in the name of Apostle Ministry Inc.
- k) Edward Palmer is responsible for all development work at Apostle Ministry Inc.
- l) Access to an existing domain must be granted to Developer for FTP site uploads.
- m) Web site transfers to other servers incur costs at the Developer's hourly rate.
- n) SEO services are not included as part of this Craft Business Website Agreement.
- o) Hosting costs will be billed via email using PayPal's recurring billing.

### **18. PayPal Invoicing**

Client acknowledges that Developer does not mail printed Invoices, but will Invoice the Client's email account from the PayPal ministry account at virtualapostle@gmail.com.

### **19. Two Payments**

Client promises to pay Developer the website ("Plan Fee") of \_\_\_\_\_ as defined in Paragraph #4 in (U.S. Dollars) and in two payments. Fifty percent of the Plan Fee is due when Client and Developer sign this Agreement and before Developer begins work.

The remaining 50% of the Plan Fee is due immediately after Client has a functioning website as described in Exhibit A below and has been notified that the website Plan has been completed. Payment is generally made at PayPal using a credit card, eCheck or other PayPal payment option. PayPal also provides free financing for six months.

## **20. Third Party Content**

If Client asks Developer to use any third-party content (i.e. stock photos or third party software) that must be incorporated in the custom craft website the Developer is creating, Client promises to pay Developer the actual cost of licensing that third-party content for work under this Agreement. Client agrees that until Client pays Developer in full, Client will not acquire the rights or license to use or transfer ownership of any software/website that Developer creates for Client under this Agreement.

## **21. Compensation**

Developer agrees that the Website Plan Fee (A-D) that the Client owes the Developer will cover in full all of the work listed in Exhibit A of this Agreement. Client agrees that if Client asks Developer to make changes or do other work for Client that is not covered by this Agreement, Client will pay the Developer's hourly rate or an agreed upon flat rate in addition to all other amounts Client owes Developer under this Agreement.

## **22. Feedback and Acceptance**

Client agrees, that Developer cannot complete work for Client or meet agreed upon milestones unless Client gives timely feedback. Client agrees to provide timely feedback so that Developer can understand Client concerns, objections or corrections, and Client promises not to unreasonably withhold acceptance of the deliverables Developer will provide Client at each milestone.

Developer and Client agree to the following acceptance process: Developer will test the custom Craft Business Website that Developer creates for Client to make sure that it's working properly. In turn, Client promises that Client will evaluate the deliverables Developer provided to Client at each milestone listed in Exhibit B to this Agreement and let Developer know in writing, within forty eight (48) hours after Client receives each deliverable, whether Client accepts or rejects it. If Client rejects a deliverable, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within forty eight (48) hours after Client receives the corrected deliverable.

When Developer finalizes the Craft Business Website and has completed the work for Client under this Agreement, Client agrees that Client will test the custom website in its entirety to determine if Developer completed the work promised Client. Client promises to let Developer know in writing/email within seven (7) calendar days after Developer delivers the website whether Client accepts or rejects the website. If Client rejects the website, Developer will correct any errors and again ask Client to accept or reject the corrected deliverable – which Client promises to do within seven (7) calendar days after Client receives the corrected website. This process shall continue until Client accepts the Craft Business Website or seven (7) calendar days have passed and Client has not accepted or rejected the website (at which point it will be deemed accepted).

Finally, Client agrees that Developer work on this custom Craft Business Website project will be complete and the Agreement will end after Client has approved the final website as viewed online. Client will incur continued hosting costs and Developer will continue all DNS and backup services tangential to the Craft Business Website Plan hosting.

### **23. Rights To The Client Content**

Client promises that: (a) Developer owns the rights to use anything Client provides as content (“Client Content”); and (b) using such Client Content does not violate the patent, copyright, trade secret or other property right of any person, firm or entity. Client grants Developer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Developer’s work for Client under this Agreement and the limited promotional uses as allowed by this Agreement. Client also affirms and represents that this Agreement does not conflict with any other contract, agreement or understanding to which Client is a party.

### **24. Rights Before Payment In Full**

Client understands and agrees that until Client pays Developer in full, Developer owns full rights to everything Developer creates for Client under this Agreement. If Client does not pay Developer in full, Client agrees that Developer can complete, exhibit, use and sell the Craft Business Website created at Developer’s sole and absolute discretion (except that Developer will not be able to use Client Content in such work).

### **25. Rights After Payment Made In Full.**

After Client pays Developer in full, Developer assigns to Client Developer’s right, title and interest in the copyrights for the final craft website that Developer creates for Client under this Agreement – contained in the final files that Developer will send to Client. Client agrees that Developer will retain and Client will not receive any right, title or interest to the preliminary work or preliminary designs that are included with the work Developer creates for Client. If Client needs additional documentation, Developer will sign any further documents reasonably necessary to make sure that the rights Developer is giving Client under this Agreement are properly assigned to Client. Client agrees that Developer may use Client name/company name and trademarks as a reference in Developer’s promotional materials. Client also agrees that Developer may include, when referencing Developer’s work for Client, a general description of the work under this Agreement.

### **26. Right To Make Changes.**

Developer agrees that after Client pays Developer in full, Client may make any changes or additions to the software Developer creates for Client under this Agreement, which Client in Client’s discretion may consider necessary, and Client may engage others to make any such changes or additions if the Craft Business Website is not hosted by the Developer, without further payments to Developer. Client agrees that if Client asks Developer to make changes or additions to the craft website after Client approves the final files, Client and Developer will negotiate a separate additional payment for Developer’s time to make such changes.

### **27. Rights To Know-How**

Developer may incorporate into the custom craft website Developer creates for Client various pre-existing development tools, routines, subroutines, programs, data or materials (Know-How). Client agrees that Developer retain all rights, title and interest, including all copyright, patent, and trade secret rights to that Know-How. Developer agrees that after Client pays Developer in full, Client will receive a nonexclusive, perpetual, worldwide license to use the Know-How in the software/website that Developer created for Client under this Agreement. However, Client shall not resell or make use of that Know-How in any other manner other than in connection with the software/website Client receives under this Agreement.

### **28. Rights To Domain Name**

Developer will retain all rights to the domain name while hosting the Craft Business Website for the purposes of managing the DNS and ensuring that the Craft Business Website remains online and fully accessible. Should the Client decide to transfer the Domain and Craft Business Website to another entity, the Developer will also transfer control over the Domain name to the Client and all hosting by the Developer shall cease at that time. Client agrees to a minimum of 36 months of hosting by the Developer before any Domain name transfer shall take place.

### **29. Developer Assurance**

Developer promises that to the best of Developer's knowledge, the software will not contain any virus, worm, trap door, back door, trojan horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used.

### **30. Limitations of Remedies**

Developer shall not, under any circumstances, be liable to Client for consequential, indirect, incidental, special, punitive, or exemplary damages or losses arising out of or related to this agreement, even if Developer is advised of the likelihood of such damages occurring. Developer's cumulative liability for any damages arising out of or in any manner related to this agreement (including, but not limited to, claims for breach of contract, breach of warranty, negligence, strict liability, or tort, shall be limited to the amount of the fee paid by Client to Developer under this agreement.

### **31. Independent Contractor**

Client agrees that Developer is an independent contractor and not Client's employee. Although Client will provide general direction to Developer, Developer will determine, in Developer's sole discretion, the manner and ways in which Developer will create the software/website for Client. The work that Developer creates for Client under this Agreement will not be deemed a "work-for-hire," as that term is defined under U.S. Copyright Law. Whatever rights Developer grants Client are contained in this Agreement.

### **32. Non-Disparagement**

Client and Developer herein agree not to disparage the other party regardless of the circumstances and whether this agreement is in force or has been cancelled or completed.

Both parties herein acknowledge that disparaging comments can now easily be broadcast internationally via the Internet, bloggers or other medium and that any negative remarks or disparagement can cause great harm to both parties.

**33. Amendment**

Any amendment or modification of this Agreement shall be in writing and signed by the parties hereto.

**34. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between Client and Developer concerning the work on this project, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing.

**35. Applicable Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the laws of the State of Minnesota shall govern the respective rights and obligations of the parties. The venue for all disputes shall be Hennepin County, MN.

**36. General**

If for any reason a court of competent jurisdiction finds any provision of this Craft Business Website Agreement, or portion thereof, to be unenforceable, that provision of this Craft Business Website Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Craft Business Website Agreement shall continue in full force and effect.

**37. Execution By Counterparts**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original document and all of which taken together shall constitute one and the same instrument. A signed *Counterpart* signature page of the Developer transmitted by Email, Text Message or Facsimile and appended to an originally signed document by the Client is acceptable for the execution of this agreement.

---

## **Exhibit A**

### **Scope of Work**

The Scope of this work is to create and place online a custom Craft Business Website as defined by the Plan shown in paragraph #4 and the other terms of this Agreement.

The Primary Website Domain for this custom Craft Business Website will be:

---



# Exhibit B

## Project Milestones

### Agreed Milestones:

1. Developer publishes a design concept for Client's review (Plans A-C)
2. Developer notifies Client of server location of design concept
3. Client reviews and approves design concept including basic menu items
4. Developer researches Domain names for Craft Business owner
5. Developer recommends Domain name and provides pricing to Client
6. Developer invoices Client for Domain costs
7. Client pays Developer for the Domain
8. Client and Developer Execute the Craft Business Website Agreement
9. Client Pays First ½ of the Plan Fee (Invoiced) as defined in paragraph #4
10. Developer obtains the Domain
11. Developer programs the DNS settings for the new Domain
12. Developer programs the Server to host the new Domain
13. Developer uploads the unfinished concept design on the Server
14. Search Engines begin to catalogue the new Domain and its pages
15. Client supplies photos and other materials desired on the website
16. Developer queries Client on materials, photos, and text to be used on website
17. Developer programs and finishes page by page of new Craft website
18. Client sets up PayPal account for E-Commerce products (if Plan C)
19. Client grants limited access to PayPal account to Developer (if Plan C)
20. Developer assists Client with PayPal product code access (if Plan C)
21. Client assigns code/description to craft products to be sold online (if Plan C)
22. Client or Developer programs PayPal to sell craft products (if Plan C)
23. Developer finalizes page coding for craft products sale or display online
24. Developer finalizes new Craft Business Website and tests online
25. Developer creates an optimized mobile website on Duda (if Plan B-C)
26. Client reviews and tests the new Craft Business Website
27. Client Pays Second ½ of the Plan Fee (Invoiced) as defined in paragraph #4
28. Developer invoices Client for hosting fees and sets up quarterly billing via PayPal
29. Hosting for Craft Business Website continues a minimum of 36 months

## Contact Information

### Developer:

Contact	Ed Palmer, President
Email	icnewswire@gmail.com edpalmer@icnewswire.net virtualapostle@gmail.com
Company	Apostle Ministry, Inc.
Address	13570 Grove Drive #361
City, State, Zip	Maple Grove, Minnesota 55311-4400
Phone	(763) 370-8227 Cell
Fax	(888) 618-4188 Fax

### Client:

Contact	_____
Email	_____
Company	_____
Address	_____
City, State, Zip	_____
Toll Free	_____
Phone	_____
Fax	_____
Notes	_____
	_____
	_____

*(All notices to be sent to the above addresses unless otherwise notified in writing.)*

**Notices:** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or if mailed to the party to whom notice is to be given shall be sent registered or certified, postage prepaid, and properly addressed to the party at his or her address as set forth above in this Agreement, or any other address that the party may designate by written notice to the other party.

# Signatures

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the *Countersigned Date* shown below.

\_\_\_\_\_  
*Business Name* (Client)

BY \_\_\_\_\_  
*Signature* \_\_\_\_\_  
\_\_\_\_\_  
*Name*  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
Date

BY \_\_\_\_\_  
*Signature* \_\_\_\_\_  
\_\_\_\_\_  
*Name*  
\_\_\_\_\_  
*Title*

\_\_\_\_\_  
Date

**Apostle Ministry, Inc. (Developer)**  
A Minnesota Non-Profit Corporation

BY \_\_\_\_\_  
Edward G. Palmer  
President

\_\_\_\_\_  
Countersigned Date

FIN 20-5455637  
SIN 8494098