



Website Design Agreement

This Website Design Agreement (the "Agreement") is entered into as of the date this online form is submitted and agreed to, by and between Keep Dreaming Creative LLC, a Texas limited liability company with its principal place of business at 8715 W Highway 71 #3308, Austin, TX, 78735 ("Designer"), and the client who submitted this form ("Client").

WHEREAS, Designer is in the business of providing website design services, and Client desires to engage Designer to design and develop a website for Client on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services.

Designer agrees to design and develop a one-page website on the WIX platform for Client in accordance with the specifications and requirements set forth in this Agreement and any addenda hereto (the "Website").

2. Client Content.

Client shall provide Designer with all necessary content, including, but not limited to, text, logos, branding, fonts, images, documents, photos, videos, products, or links (collectively, the "Client Content") required for the design and development of the Website.

3. Custom Domain.

Designer shall assist Client in selecting and registering a custom domain of Client's choice for use with the Website, subject to availability and compliance with applicable domain registration rules and regulations.

4. Mobile Optimization and Basic SEO.

Designer shall optimize the Website for viewing on mobile devices and tablets, ensuring a responsive design that adjusts to different screen sizes and resolutions. Designer will also perform basic search engine optimization (SEO), including submitting the Website to Google Search Console for indexing. This one-time service will be completed upon the initial launch of the Client's website. The service includes adding unique and relevant titles, descriptions, and meta tags to each page on the website, as well as adding ALT text to relevant images. Should the Client choose to provide the Designer with pertinent keywords or tags, the Designer will incorporate these prior to the website launch. It is important to note that SEO is not an on-going service; therefore, the Designer will not be responsible for any ongoing maintenance or SEO work after the website is completed and transferred to the Client.

5. Hosting and Domain Fees.

(a) The first year of WIX hosting and domain fees are included in the Design Fee (as defined below), which represents a value of approximately \$250 USD.

(b) Upon completion and approval of the Website design by Client, Designer shall transfer ownership and control of the Website to Client.

(c) After the first year, Client shall be responsible for the annual hosting and domain fees payable to WIX for as long as Client chooses to keep the domain live and active. Client may cancel these services at any time by contacting WIX.

6. Payment.

(a) Client shall pay a non-refundable deposit equal to 50% of the Design Fee (the "Deposit") to Designer upon execution of this Agreement in order to commence the design work.

(b) The Deposit is non-refundable, even if the Client abandons the project or terminates the Agreement for any reason, as compensation for Designer's time and resources expended in connection with the project.

(c) The remaining 50% of the Design Fee, along with any additional charges for content revisions, additional pages, or sections, shall be due upon completion and approval of the Website design by the Client.

(d) Designer shall provide Client with an invoice for the remaining balance, and Client shall pay the invoice within fourteen (14) days of receipt. Failure to timely pay the remaining balance may result in delays in the transfer of the Website and any other Services to be provided by Designer under this Agreement.

7. Design Updates and Additional Services.

(a) The Website will be designed with "ease of use" in mind, allowing Client to make small updates and changes themselves in the future (e.g., uploading new demos or adding new video projects to playlists).

(b) If Client requires design updates or additional services, Client may choose to make them themselves, hire Designer at an hourly rate, or hire another designer of their choice.

8. Additional Pages or Sections.

The Client may request the addition of extra pages or sections to the website at a cost of \$100 per page or section. A page or section is defined as content that fits on a standard desktop screen without the need for scrolling or zooming in/out. Requests for additional pages or sections must be made and agreed upon in writing before the commencement of the design work. If the Client wishes to add further pages or content after the initial design work has begun, they must enter into a separate written agreement with the Designer, subject to the Designer's availability and discretion. Any additional work will be billed separately and will not be considered part of the original project scope.

9. Independent Contractor Relationship.

The parties acknowledge and agree that Designer is an independent contractor and not an employee, agent, or representative of Client.

Designer shall not be entitled to any benefits, insurance, or other rights or privileges afforded to employees of Client.

10. Client's Representations and Warranties.

Client represents and warrants that it owns or has obtained all necessary rights, permissions, and licenses to use and provide the Client Content to Designer for the design and development of the Website. Client further represents and warrants that the Client Content does not infringe, misappropriate, or otherwise violate any copyright, trademark, patent, trade secret, or other intellectual property rights of any third party.

11. Indemnification.

Client agrees to indemnify, defend, and hold harmless Designer and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach by Client of its representations, warranties, or obligations under this Agreement, including, without limitation, any infringement, misappropriation, or other violation of any copyright, trademark, patent, trade secret, or other intellectual property rights of any third party.

12. Privacy Policy and Website Terms and Conditions.

Client acknowledges and agrees that it is their responsibility to draft and implement their own privacy policy and website terms and conditions to ensure compliance with the General Data Protection Regulation (GDPR) and any other applicable laws and regulations in their state, province, county, and country.

13. Compliance with WIX Terms of Use.

(a) Client acknowledges and agrees that the Website will be designed on the WIX platform and, as such, will be subject to WIX's terms and conditions, which can be found at <https://www.wix.com/about/terms-of-use> (the "WIX Terms").

(b) Client agrees to review, understand, and abide by the WIX Terms as a condition of using the Website and receiving the Services provided by Designer under this Agreement.

(c) Client acknowledges that Designer shall not be responsible for any breaches of the WIX Terms by Client, and Client shall indemnify, defend, and hold harmless Designer and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any breach by Client of the WIX Terms.

14. Failure to Respond to Approval Requests.

(a) Upon completion of the Website design, Designer shall submit the finalized Website to Client for review and approval.

(b) If Client does not respond to Designer's requests for approval within thirty (30) days of receiving the finalized Website, Designer may, at its sole discretion, consider the project abandoned by Client.

(c) In the event that Designer determines the project to be abandoned due to the Client's failure to respond to approval requests, Designer shall notify Client in writing and invoice Client for the remaining 50% of the Design Fee. Client agrees to pay the remaining balance of Design Fee if the project is abandoned by Client.

(d) Client shall pay the invoice for the remaining balance within fourteen (14) days of receipt. Failure to timely pay the remaining balance will result in the website being taken down and all Client files and content will be destroyed. Any other Services to be provided by Designer under this Agreement will be cancelled.

15. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws principles. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in Austin, Texas.

16. Entire Agreement.

This Agreement, together with any addenda, schedules, or exhibits attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, representations, warranties, or communications, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

17. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile, electronic, or scanned signature shall be deemed to have the same effect as an original signature.

18. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement must be in writing and addressed to the receiving party at the address set forth in the preamble to this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid), or by email (with confirmation of transmission).

19. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

Acknowledgment and Acceptance of Terms and Conditions

By checking the box or clicking "I Agree" or any similar expression of agreement on the website, the Client acknowledges that they have read, understand, and agree to be bound by the terms and conditions of this Website Design Agreement.

Keep Dreaming Creative LLC