

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 by \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter referred to as "THE CLIENT") has contracted Zeus Perez of the PerezDesignGroup.com located at 1701 Lee Road, Apt. P488, Winter Park, FL 32789, Social Security Number 592-20-4909 (hereinafter referred to as "THE DESIGNER") for unlimited web development, graphic design and multimedia for one year at a one-time fixed contract price or otherwise noted products and/or services from EXHIBIT A. THE DESIGNER and THE CLIENT (hereinafter referred to as the "parties") have agreed to meet the following criteria outlined below.

#### A. Initial Payment and Refund Policy

At the contract signing, THE CLIENT has three choices for totals due under EXHIBIT A. Payment options are listed below. To request a refund, please submit a written request via email sent to [uwdgdm@zeusdidit.com](mailto:uwdgdm@zeusdidit.com) or registered mail to THE DESIGNER within 15 days of signing this contract. No portion of initial payment will be refunded if a written cancellation request is not received within 15 days of contract signing or if requested work is in *any* of the stages of development stated in B.1 DESIGNER DELIVERABLES.

Please choose one of the three options for payments to be made to THE DESIGNER.

Initial before the option selected.

- OPTION ONE** 35% retainer of the contract total due under EXHIBIT A with the remainder of the payments *divisible over the following 12 months* from the initial signing of this contract.<sup>1 2</sup>
- OPTION TWO** 50% of the contract total due under EXHIBIT A with the remaining *50% due within 6 months* or the remainder of the payments *divisible over the following 12 months* from the initial signing of this contract.<sup>1 2</sup>
- OPTION THREE** 75% of the contract total due under EXHIBIT A with the final *25% within due 6 months* or *the remainder of the payments divisible over the following 12 months* from the initial signing of this contract.<sup>2</sup>
- OPTION FOUR** Requires a \$2000 down payment which will be used towards requested work as well as future work requested. Work requests will continue to be filled at \$50 an hour for all types of request until the down payment has been depleted at which point another \$2000 payment will be required to continue work. All work projects will have a time line estimate for hours required to finish each project unless a time line was furnished by THE CLIENT. (Subject to approval).

<sup>1</sup> Limited to 120 hours per month of work.

<sup>2</sup> Printed works will be delivered as PDF's to THE CLIENT for review. Limited to a maximum of 4 additional CLIENT projects based on scope of each project and hours required.

Payments should be made in person, via check mailed to THE CLIENT at the address specified above or payments can be made using PayPal, [www.paypal.com](http://www.paypal.com) using Visa, MasterCard, or American Express from any computer connected to the Internet.

#### B. Deliverables

##### 1. Designer Deliverables

- Unlimited requests for art relating to any client projects<sup>3</sup> in any requested format, including and not limited to, web development or e-commerce development for any number of web pages on any of THE CLIENT's sites or multiple web sites and/or domains as well as any items available under EXHIBIT A if UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT is selected under EXHIBIT A.
- Unlimited Web Site Development and Product pages if UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT is selected under EXHIBIT A.
- Unlimited E-Commerce Sites and commerce site internal pages if UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT is selected under EXHIBIT A.
- Client access to <http://pm.zeusdidit.com> (Online Project Management System) where THE CLIENT will be able to request, view and/or modify specific products.
- Mock-up images of site delivered in GIF or JPG of what the final version of work will resemble, including navigation, logo and content pages. The number of pages should be specified, but can be altered at any point after deployment based on type of agreement selected under EXHIBIT A. The maximum amount of mock up pages that can be requested is eight at any point for one year.
- Beta Version (Testing for look and feel of pages before final deployment.)
- Final Version (Deployment of website stage.)
- Product pages with DHTML, javascripting, dynamic scripting including usage of ASP, PHP, MySQL or SQL and CSS as required or selected under EXHIBIT A.
- A 24-36 hour turnaround time on most work (this is dependant on size and/or type of project. Actual times may vary, but will be duly noted via telephone conversation as well as email prior to commencement of work.
- Any other content included in the Perez Design Group Pricing Chart or check [www.zeusdidit.com/PDG\\_Design\\_Charges.pdf](http://www.zeusdidit.com/PDG_Design_Charges.pdf) for updated information, if item UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT is selected under EXHIBIT A or individual items selected by THE CLIENT under EXHIBIT A.

<sup>3</sup> Please check section F. Web Hosting Services for more information in regards to site hosting options.

##### 2. Client Deliverables (if available)

- Written Content, Images, Graphics, Logos and/or other documents delivered as they become available to <http://pm.zeusdidit.com> or via email to [uwdgdm@zeusdidit.com](mailto:uwdgdm@zeusdidit.com).
- FTP account name, usernames and passwords to all sites for work to be done sent via email to [uwdgdm@zeusdidit.com](mailto:uwdgdm@zeusdidit.com) is required prior to deployment or maintenance of websites.

THE CLIENT grants THE DESIGNER authorization to create, reproduce and/or modify CLIENT deliverables. If THE CLIENT deliverables include any material not owned by THE CLIENT, THE CLIENT is responsible for licensing and all consequent charges. THE CLIENT will provide THE DESIGNER with the web site content prepared on a common word-processing system or as HTML formatted text with an email. If THE CLIENT chooses to provide a hard copy instead, THE CLIENT may be liable for an additional service charge.

##### 3. Work Delivery

THE DESIGNER will submit upon receipt of work a timeline estimate for each project sent to THE CLIENT including hours required for completion, dependent on scope of work requested, within 24 hours. All inquiries for works will be replied to via email to THE CLIENT as well as available online at <http://pm.zeusdidit.com>. Requests may be made by phone, email or via their project site at <http://pm.zeusdidit.com>.

##### 4. Approval of Product Beta Version

THE DESIGNER will notify the client via email and phone when the Beta Version of the web site, multimedia, or graphic development is ready. THE CLIENT agrees to test the Beta Version for content, colors, or visual defects and notify THE DESIGNER of any errors or desired changes.

##### 5. Approval of Product Final Version

THE CLIENT is to test the Final Version of all sites on multiple browsers, multimedia and/or print development and notify THE DESIGNER of any errors, if any, are found. Approval of Final Versions of any items should be sent via email to THE DESIGNER which will be reflected online as well.

**C. Quality of Workmanship****1. Internet Sites**

All Web sites will be of professional quality, free of defects in material and workmanship, and will conform in all respects to the functional and other descriptions contained in the specifications. THE DESIGNER will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site once to Google™ and YAHOO™. THE DESIGNER also offers advanced search engine optimization and site promotion services subject to an additional cost THE CLIENT would incur. The Web site will be developed to work in all of the latest browsers (Internet Explorer, Mozilla, & Netscape). The warranty period is for one year from the date of signing of this contract.

**2. Graphic Development**

All web, graphics and print development will be of professional quality, and will conform to all print and web related specifications as requested by THE CLIENT at its inception or as requested by any third party providers. Graphics for print will be rendered using U.S. Web Coated (SWOP) V2 CMYK color profiles or Spot colors, unless otherwise noted. Products will be delivered to THE CLIENT in either PDF, InDesign Document and/or QuarkXPress documents via zipped files on CD-ROM or files will be available for downloading from THE CLIENT's project site located at <http://pm.zeusdidit.com>.

**D. Non Payment of Fees**

After 30 days of non-payment, THE DESIGNER reserves the right to stop all delivery of any previously requested deliverables and retain the administration details of THE CLIENT web site until final payment is made. If case collection becomes necessary, THE CLIENT is responsible for all incurring charges. After 30 days of non-payment, this contract will be considered null and void due to lack of payment and no further work will be accepted or delivered unless a new contract is agreed upon or payment for the remaining total is delivered. In case of emergencies, Acts of God, family or financial hardships please contact THE DESIGNER as soon as possible so arrangements will be made to prevent any gaps in delivery.

**E. Domain Names**

THE CLIENT is the sole owner and administrator of domain name. THE DESIGNER will obtain the domain name and will be the technical contact of the Web Site for the duration of this contract if so desired by THE CLIENT. If this is desired, initial here \_\_\_\_\_ Domain names requested \_\_\_\_\_.

**F. Web Hosting Services**

THE CLIENT agrees to allow THE DESIGNER to select a reliable and cost-efficient web hosting service. In cases where a web hosting service has already been chosen by THE CLIENT, THE CLIENT has the option to allow transference of web hosting services to a web hosting service selected by THE DESIGNER. THE CLIENT is responsible for all transference charges. If THE CLIENT decides to remain with the original web hosting service, THE CLIENT may be liable for additional charges. Further, THE CLIENT authorizes THE DESIGNER full access to the account and web page directory, cgi-bin directory, and any other directories deemed necessary for the project. Should THE CLIENT require a web host, THE DESIGNER will furnish one at the request of THE CLIENT. The web host offered by THE CLIENT will be limited to 30 megabytes of disk space, 1 MySQL database, 1 FTP account, 10 email accounts, unlimited subdomains such as <http://some.site.com>, 3 gigabytes of data transfer, capable of running PHP, CGI and PERL on LINUX RedHat OS, Apache Web Server with Multiprocessor Pentium Systems and 2 GB of RAM administered by the THE DESIGNER. FTP log in will be sent to THE CLIENT via email.

**G. Maintenance**

Maintenance to the web site will be sent to THE DESIGNER via email, online at <http://pm.zeusdidit.com> or notified by telephone. THE DESIGNER agrees to provide Maintenance at no cost only for the existing web site pages created by THE DESIGNER for one year after the date of this contract signing unless the UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT is selected or if the MONTHLY WEB SITE MAINTENANCE FOR 1 YEAR is selected.

**H. Contact, Meetings, Off-Site Work and On-Site Visits**

THE CLIENT should contact THE DESIGNER via email at [uwdgdm@zeusdidit.com](mailto:uwdgdm@zeusdidit.com), by phone at (786)554-0679, or (407)733-7448. THE DESIGNER is also accessible for chat online via AOL Instant Messenger as *zeusdidit* or on Yahoo! Messenger as *zeusperez* as well as using *Video Chat*. THE DESIGNER will meet with THE CLIENT with a prior notice a minimum of 10 days based on availability of THE CLIENT and of THE DESIGNER. All scheduled work will be done off-site at THE DESIGNER's location.

**I. Printed Works**

All printed jobs are completed in accordance with industry-wide standards for color printing and registration. This guarantee doesn't cover errors such as incorrect copy or poor photography resulting from the original file sent; therefore it's very important that you carefully check your online proof for any errors.

**J. Limitations of Liability**

THE DESIGNER is not liable to THE CLIENT or any third party for any damages that may result from the development and publishing of the Web site.

**K. Technical**

If requested, THE DESIGNER will provide THE CLIENT with all original art files used for any work produced. THE DESIGNER retains the right to use the HTML, DHTML, or any other forms of scripting content again in the future.

**L. Copyrights and Trademarks**

THE CLIENT represents to THE DESIGNER and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to THE DESIGNER for inclusion in THE CLIENT's web site are owned by THE CLIENT, or that THE CLIENT has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend THE DESIGNER and its subcontractors from any claim or suit arising from the use of such elements furnished by THE CLIENT.

**M. Confidentiality**

THE DESIGNER will keep confidential information regarding the development of any and all materials.

**N. Service Agreement**

The parties have agreed to meet the above stated criteria. Any services, aside from those mentioned above and in the attached estimates, will be liable for a \$60 an hour additional charge.

**O. Entire Agreement**

The contract specifies the entire agreement on behalf of both parties is complete. Nothing else was promised orally or by writing.

**P. Limitations**

We will not provide services to individuals or companys with materials that are unlawful, threatening, abusive, defamatory, obscene, pornographic or which invade another person's privacy or further the commission or concealment of a crime. Materials that are not lawfully Yours to transmit. Materials that are the subject of, or which infringe upon, any patent, trademark, trade name, trade secret, copyright, right of publicity, moral right or other intellectual property right of another person or entity. Materials containing software viruses or other harmful computer code; or Materials that in any way interfere with or disrupt the Services or any servers or networks connected to or used with the Services (any of the foregoing, "Unauthorized Materials").

**EXHIBIT A**

**DELIVERABLES DUE BY THE DESIGNER:**

Please place an 'X' into the products you require.

- UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT.....\$7500 / year**  
 1 year of *unlimited* maintenance requests via email or phone, to any number of pages of HTML DHTML, ASP, PHP, e-Commerce and FLASH sites on any number of multiple domains required by THE CLIENT\*\*\* including development for Access, SQL and/or MySQL Databases or data driven pages as well as any other types of graphics development, web development, print illustration, multimedia, scanning or marketing materials listed below or offered online at www.zeusdidit.com or www.perezdesigngroup.com.

Please place a check before each product you will require below. If you have selected the UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT (above), all of the products below are already included.

**website development**

- Base Web Development 1-10 DHTML Pages.....\$1800**  
 Projected Hours Required = minimum 40-80 hours  
 A DHTML site that reflects your style including, graphics and one Macromedia Flash movie intro with audio. Complete with dynamic, roll over images, cascading stylesheets, logo creation (if required), online identity branding, keyword optimization, search engine optimization, email spam control and a graphically enticing site that even dial-up users will enjoy visiting. This website is perfect for users that require an online presence with immediate visibility. Normal navigation includes: A home page, an about page, a contact page, a terms of use page, a links page, a samples page (for items or products), and a news page, just to name a few options.
- Base II Web Development 11-30 DHTML Pages.....\$3200**  
 Projected Hours Required = minimum 50-120 hours  
 A larger DHTML site with more pages including, graphics and one Macromedia Flash movie intro with audio. This package is also shock full of dynamic, roll over images (if requested), cascading stylesheets, logo creation (if required), online identity branding, keyword optimization, search engine optimization, email spam control and a graphically enticing site that even dial-up users will enjoy visiting. Also included in this package besides what is listed under the Base Web Development 1-10 pages is a guest book for visitors to sign along with a page to view who has signed and the ability to store user information.
- Flash Development 1-10 Clicks.....\$2200**  
 Projected Hours Required = minimum 100 hours  
 A complete Macromedia Flash movie driven and designed site with a maximum of '10' clickable navigation items.
- Flash Development 11-20 Clicks.....\$4500**  
 Projected Hours Required = minimum 180 hours  
 A complete Macromedia Flash movie driven and designed site with a maximum of '20' clickable navigation items. Add video, sound, motion, and more interactivity to your site. Add the Base Web Development package for \$800 to give users the option of visiting your Flash site or the HTML site.
- E-Commerce Site.....\$8000**  
 Projected Hours Required= minimum 380 hours  
 Deliver the ultimate online shopping experience to your customers. Navigating through your merchandise provide several "Spotlight" lists in addition to the traditional category to product links. Once a product is added to the shopping cart, secure checkout is a simple 3-step process. After providing the billing information, your customer chooses the shipping method. (multiple shipping methods including real-time Internet shipping quotes are built-in) Next, a payment type is chosen from one of the popular payment modules. (PayPal™ and AuthorizeNet™ are just 2 of the included modules) Last, the customer reviews the order, shipping and payment choices, and confirms the order. You are immediately notified of the order and your customer automatically receives an e-mail confirmation. Macromedia Flash is included in this package with up to 4 movies.
- Additional HTML/DHTML/ASP/PHP Pages.....\$55/each**
- MONTHLY WEB SITE MAINTENANCE FOR 1 YEAR.....\$1250/mth**  
 Maintenance and updates to page content, graphics and multimedia. Requests need to be sent via email to [uwdgdm@zeusdidit.com](mailto:uwdgdm@zeusdidit.com), on <http://pm.zeusdidit.com> or by phone.

**printing development**

- Scanning of Pictures.....\$55/per scan**  
 Single scan, 8 Bit, 4c process, 300DPI
- Scanning of Pictures.....\$75/per scan**  
 Single scan, 16 BIT, 4c process, 300-1600 DPI
- Logo Creation.....\$150**
- CD-ROM/DVD Disc Design.....\$150**  
 Projected Hours Required= minimum 3-6  
 Design for the top of a CD-ROM or DVD-ROM disc.

- CD-ROM Jacket Design**.....\$600 each  
Projected Hours Required= minimum 15 hours  
5" x 5" 2-Panel CD Sleeves/Jackets
- Book Cover Design**.....\$150 each  
Design of full-color cover.
- Book Content Design**.....\$300-5000  
Projected Hours Required = Dependant on number of pages and type of printing involved.
- Brochures Design**.....\$475 each  
Projected Hours Required= minimum 12 hours  
Bi-fold or Tri-fold 8.5" x 11", 216mm x 279mm. Full-color design on both sides of paper.
- Packaging Design** .....\$225/side  
Price is subject to size and number of sides. There can be between 6-12 sides. Most boxes are 6 sides. Please specify type of closure (seal) requested and/or number of die-cuts if any.
- Presentation Folders Design**.....\$225 each  
Projected Hours= minimum 5-6 hours  
Full color on outside covers and on inside pockets. Fits 8.5" x 11" and A4 paper. Deep, reinforced pockets (4.5"). Thumb cut pockets for extra capacity. Business card holder or CD-ROM holder on one pocket. Folders are made to client specs and budget
- Letterheads Design**.....\$120 each  
Projected Hours Required= minimum 3 hours  
8.5" x 11", 216mm x 279mm or 2551 pixels x 3295 pixels

Please place a check before each product you will require below. If you have selected the UNLIMITED WEB DEVELOPMENT, GRAPHIC DESIGN & MULTIMEDIA AGREEMENT, all of these products are already included.

_____ <b>Banner Design</b> .....	\$350
_____ <b>Bookmarks Design</b> .....	\$40 each
_____ <b>Business Card Design</b> .....	\$40 each
_____ <b>Cards Design</b> .....	\$150 each
_____ <b>Calendars Design</b> .....	\$150/page
_____ <b>Catalogs Design</b> .....	Billed hourly at \$60/hour
_____ <b>Covers Design</b> .....	\$375 each
_____ <b>Envelopes Design</b> .....	\$80 each
_____ <b>Folded Business Card Design</b> .....	\$50 each
_____ <b>Flyers Design</b> .....	\$80 each
_____ <b>Folded Note Cards Design</b> .....	\$180 each
_____ <b>Greeting Cards Design</b> .....	\$180 each
_____ <b>Inserts Design</b> .....	\$225 each
_____ <b>Invitation Cards Design</b> .....	\$180 each
_____ <b>Labels Design</b> .....	\$120 each
_____ <b>Menus Design</b> .....	\$250-800 each
_____ <b>Mouse Pads Design</b> .....	\$150 each
_____ <b>Newsletters Design</b> .....	\$320 each
_____ <b>Notepads Design</b> .....	\$200 each
_____ <b>Pamphlets Design</b> .....	\$575 each
_____ <b>Postcards Design</b> .....	\$275 each
_____ <b>Posters Design</b> .....	\$325 each
_____ <b>Stickers Design</b> .....	\$225 each
_____ <b>Table Tents Design</b> .....	\$575 each

illustration

- Hand Drawings**.....\$225 each  
Projected Hours= varies
- Computer Drawings**.....\$225 each  
Projected Hours= varies
- Logo Creation**.....\$150 each

photography \_\_\_\_\_

- On-Site Digital Photography.....\$225/hour minimum 2 hours
- Photo Restoration.....\$50/hour  
Projected Hours= varies
- 35mm Film Scanning.....\$50/10exp  
High Resolution film scanning

multimedia development \_\_\_\_\_

- CD-ROM Creation.....\$400-2225 each  
Projected Hours= varies
- Video Game.....\$400-8000 each  
Projected Hours= varies
- DVD.....\$600-8000 each  
Projected Hours= varies

hourly development \_\_\_\_\_

- Hourly Costs for Graphics and Web Development.....\$60

Payment arrangements, if applicable, if not enter 'NA' into non-applicable areas.

DELIVERABLES TOTAL	\$ _____	MONTHLY PAYMENTS DUE OF	\$ _____	EVERY _____	OF THE MONTH, FOR 12 MONTHS.
DISCOUNT (if applicable).....	\$ _____	35% OF TOTAL DUE	\$ _____	ON ____/____/____	(##/##/####)
DELIVERABLES SUBTOTAL.....	\$ _____	50% OF TOTAL DUE	\$ _____	ON ____/____/____	(##/##/####)
TOTAL DUE.....	\$ _____				
TOTAL PAID.....	\$ _____				

This contract constitutes the sole agreement between THE DESIGNER and THE CLIENT regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for THE CLIENT and THE DESIGNER. Both parties warrant that they have read and understand the terms set forth in this agreement. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

On behalf of THE DESIGNER

On behalf of THE CLIENT

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
EIN: \_\_\_\_\_  
COMPANY NAME: \_\_\_\_\_  
EMAIL: \_\_\_\_\_