



**Agreement by and between Andrew Ragas and \_\_\_\_\_ (the "Client) this \_\_\_\_\_ day of \_\_\_\_\_, 2013.**

Ragas Media shall provide client with access to a design test site so that client may review construction of the website in progress and make suggestions. Such examples may be screenshots and test demos.

Ragas Media shall provide online versions of client-requested changes on a timely basis and shall provide client with an estimated completion time upon receipt of each request from client.

Client is responsible to proofread all new material that has been posted to a website. While Ragas Media does its best to avoid errors, client is advised to take care with proofreading. Client shall copy edit and finalize all material BEFORE submitting it to Ragas Media so as to minimize the editing process after new pages are posted. Time spent editing after text has been submitted to Ragas Media by e-mail should be limited as much as possible to catching proofreading errors and typos — this time is not meant to be used as a interval to use for fine-tuning written material already submitted to Ragas Media.

Any typographical or structural errors that are found by the client anytime during a 1-week period after the completion of the project will be charged at regular rate. Ragas Media shall assume all updates sent to client for their review are APPROVED if client has not responded to these updates within five (5) business days. Any typographical errors found by client 7 days after the change has been made will be charged at regular rate, even if client can show that the typographical error originated with Ragas Media. Please double-check all changes that you request after they have been completed and uploaded to the live site.

Ragas Media shall use custom formats for all website design projects unless otherwise specified by the client in advance. Ragas Media shall also use specialized templates and design styles that are deemed to fit the website design unless otherwise specified by the client in advance.

Should client desire a font style or fonts not currently owned by Ragas Media, client will be responsible to locate them and notify us on their own behalf.

Ragas Media is not legally responsible for any items client chooses to post on client's website. Ragas Media cannot provide legal advice.

Client is responsible to keep track of payments for domain name registration and hosting so as to make sure neither of these services lapse at any point.

Client shall provide content to Ragas Media in a standard formats: Microsoft Word, E-mail, Notebook, Notepad, Photoshop, jpg, gif, tiff, and png formats are acceptable. In addition, conventional mail sent to our mailing address is also accepted, especially for large media files (compact disks, videos, photos, etc). MS Publisher, Front Page, Dreamweaver, PowerPoint or any other formats are not ac-



ceptable as methods for providing content to Ragas Media.

Ragas Media is not responsible for services provided by your hosting company: namely website outage, email outage, security issues, software limitations, and in worse cases any inherited viruses or malware, and any and all other services provided exclusively by the hosting company.

Ragas Media is not responsible for code that has been harvested from other websites, upon client's request, that contains viruses or other compromising material.

Client is requested to make requests for changes in written form by e-mail as much as possible so as to provide a method for both client and Ragas Media to track changes. If client chooses to make requests solely by phone, client will be billed at Ragas Media's regular rate. Client will not be charged for time spent by Ragas Media in reading and reviewing instructions sent by e-mail; however, client will be billed for time spent in responding to client requests via e-mail. Requests sent by e-mail will take priority over requests made by the telephone.

Client shall pay according to agreed upon terms at any intervals requested by Ragas Media. Under no circumstances will Ragas Media continue work on a project that has exceeded client's budget and estimated costs of the project unless requested by client.

Ragas Media shall make every effort to address all client requests in the most cost-effective manner possible. Clients are encouraged to "lump" requested changes together so as to consolidate costs and avoid unnecessary fees. Clients are encouraged, as well, to make all requested changes in the clearest possible language so as to avoid miscommunication and/or unnecessary fees.

If client decides to move in a significantly different direction with the design in the middle of the design process, and this direction was not agreed upon or mentioned beforehand, Ragas Media may be entitled to adjust any cap amount stated in an original estimate, and will not be required to honor any previous estimate that did not include this new, significant change in the design strategy. Ragas Media is required to inform client of any requests client may make that do not fit within the original estimate and/or may result in additional costs to client.

Ragas Media is not responsible for assumed updating and maintaining of websites in the future unless specifically requested by client.

Following completion of project and payment of all invoices, Ragas Media officially gives up rights of its design ownership of website. All ownership from design to content is exclusively transferred to client and all is final.

Ragas Media is not responsible for furnishing client data disks of website files and backups unless specified by client in writing prior to the start of project. Data will be submitted once all invoices are paid.



Client is encouraged to pay ALL invoices promptly so as to avoid late charges. Ragas Media allows up to two weeks for clients to pay all due balances. Any reminders regarding unpaid balances may accrue additional fees, especially if duplicate reminders are needed in order to assure timely payment.

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**Client**

A handwritten signature in black ink, appearing to read 'A. Ragas', is written over a horizontal line.

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**Andrew Ragas**

**Please scan and e-mail back with signature to** [andrew@ragasmedia.com](mailto:andrew@ragasmedia.com)

OR

**Submit hard copy to:**

Andrew Ragas  
10551 Essex Street  
Westchester, IL 60154