Web Design Development Agreement

501 West Broadway Plaza A STE 321 San Diego, CA 92101   
 P: 800.667.7514

G4 Marketing Group, Inc. d.b.a. G4 Design House in service of:

Company: Platinum Surgical Assistants

Company Address: 3470 Olney Laytonsville Rd Suite 182, Olney MD 20832

Phone: 833.797.7633 Email: info@platinumsurgicalassistant.com  
  
Authorized Agent: Rafael Nollie Title: Owner

**Summary:**

This agreement will outline the details of the project so both parties have a complete understanding of their roles and responsibilities to make the project successful. Please note that you will find additional information about our services, capabilities and what we provide you as a client in the terms and conditions of our website (<https://www.g4designhouse.com/terms-and-conditions/>). We have the right, and do at times change some terms as the business evolves so be aware that we will do that at times as needed. We notify you via email for some, but not all policy changes.

**What do both parties agree to do?  
  
You agree to**: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You’ll give us everything we need to complete the project and in the format we need it. You’ll review our effort; provide us feedback and approval in a timely manner, too. Deadlines work two ways, so you’ll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract, to pay on time and to pay the full balance no matter what happens with the business.

**We agree to**: We have the experience and ability to do everything we’ve agreed with you and we’ll do it all in a professional and timely manner. We’ll try our best to meet every deadline that’s set and on top of that we will maintain the confidentiality of everything you give us. Please see attached **Schedule A** for scope of work agreed to be performed by G4 Design House related to your website.

**The scope of work:** are the specific features and functions that your project is required to have to be considered completed. Anything that is requested now or at a later time that is not specified in the Schedule A below is to be considered an add-on request and may be done at an additional cost. This will be discussed between you and your Project Manager and then sent to you as a Work Order. It will may not qualify for special payment terms and is at the discretion of G4 Design House. Additionally there are set items that G4 Design House will include with every project to help the life and maintenance of the website. These items are listed in the Schedule A as “Basic Elements” .The specific tool or plugin that is used to create these features may vary from project to project, but the result and function will be the same.

**Our Designs.**

We in no way use templates and will not, even upon request. As a professional agency we value our creative process so we will always mock up concepts using Photoshop before we ever build a website. We may use similar concepts and features from other websites that you refer us to or that we really like, but that is for inspiration and not mimicry. We will never copy another website so much so that it is obvious, whether you request it or not. If your project is a WordPress development site, we will make sure our design fits within certain parameters based on our knowledge of the limitations and restrictions of the platform and themes, therein. For traditional non-CRM based websites, we have no limitations as everything is hand coded from scratch. You will receive and need to approve the design concept via the mock, prior to us moving onto the build phase of the project.

**Development Platforms.**

We can develop projects using either the WordPress CMS platform or traditional HTML/CSS methods such as Bootstrap or Foundation. WordPress based websites are generally more affordable and require less time to develop. You can learn more about his on our website. Most projects we develop for clients are WordPress sites so the majority of the content of our terms and agreements are based on that. However, they generally are applicable to any project.

WordPress websites utilize predeveloped plugins to accomplish the majority or all of the functions and features of your website that are not design oriented. These are items such as contact forms, registration forms, blogs, video players, etc. We will always try to only use high rated, well supported plugins on our projects. If you request us to add a specific plugin, we will do as you say, but give you our recommendation and opinion on it first. It is possible that a plugin added cause have conflict with other plugins or even the theme, which could in turn break the site or cause other functional issues. In these cases we will temporarily deactivate the plugin once we determine what it is. We will research the support forums to see if there is a fix for the conflict and attempt to fix it. If we cannot fix and issue, we will review with you and discuss alternative solutions. G4 Design House is in no way responsible for any issue caused by a plugin, WordPress itself or the theme. We suggest reading up on WordPress Pros and Cons which can be found easily using Google search. With that said, with our knowledge and experience we will manage your website to the best of our ability so these issues or minimized or completely prevented if possible.

**Content – text, images, copyrights.**

We expect you to provide your own text content (verbiage) for the website. We expect that you will be prepared with that information in an organized manner so that when we are ready to start building your website after the mock up phase, we are not stalled by lack of content. If you are not prepared you may hire G4 Design House to create your content for you. We can research, write rough copy, and then revise with your feedback. We charge on a per-page and amount of copy rate for copy content so please discuss with your representatives if this is needed. It will be on a separate work order basis and not included in this agreement.

Text or images that you provide should be yours by right and not copyrighted material. G4 Design House is not responsible for any infringements or legal issues that may arise from unlicensed images or content you add to your site or request us to add on your behalf. We can provide licensed images for you from our stock photography membership we pay for each month. We may limit the number of images we provide as we are only allotted a certain amount each month and need to be able to use them for all projects we do.

**Browser testing, Content QA and responsive coding.**

These are all things we will do for your website once we have designed and added all of the content for the project. Since these steps are based on the content, we will always do these as the very last step prior to launching the project live.

**Technical issues, security and support.**If you notice or are notified of a technical issue with your website please notify your project manager or any representative to assist you. We will research and address the issue as soon as possible. We provide up to the minute monitoring on our servers. That means if ta website goes offline on the server for any reason, we will know it within a couple of minutes. Whether, it is someone on the G4 staff or someone from the server company, we will have someone working on the issue. Some issues may be very brief and only a couple minutes, while some issues may be much bigger and require several hours to address. Things like power outages, your site being hacked are not something that we can control and sometimes we are unable to assist with it getting resolved. Someone, somewhere will always be working on it to get it resolved you can trust.

As mentioned above, “downtime” is something that can happen for a number of reasons, but rest assured that our response time to issues are immediate. Our servers operate at a 99.8% uptime average throughout the year.

To limit technical issues that may be caused by user error in the admin of the site, we limit the access level that our clients can have. We do not provide Administrator level access while the website is on our servers and managed by us.   
  
As a benefit of our service we provide you, for free, onsite SSL security. We will initiate this service once the website has gone live and fully propagate on the web. In addition, we have firewalls and other security software’s on the server for protection against, spyware, brute force attacks, etc. We also use the best onsite security plugins for this as well. Even with all the security we offer, there is never a guarantee that your website cannot be hacked. However, once discovered, we will immediately go to work to resolve the issue and clean out all traces of the attack.

We automatically run weekly backups for your website so if for any reason we need to revert the site to a previous version to fix an issue we can. We provide this service for free, but you may request additional backups at a minimal cost.

**General liabilities.**We cannot guarantee that our work will be mistake free as we are humans. Please point it out and we can address it. We are not liable for your business failures, marketing efforts, etc. We are not liable to you or any third-party for damages, lost profits, lost savings, or other incidental, consequential or special damages, even if you advise us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

**Basic elements included with all projects**

**WordPress CMS** (content management system)

- Allows clients to update and manage their blogs and pages.

- Limited access in order to prevent damage to design work or loss of content

- Free training will be provided to you

**Onsite Security Plugin**

- Wordfence or another that works similarly.

- Helps block brute force attacks and bot attacks

**Onsite SEO Plugins** (onsite SEO is the process setting your site up to be ready for search engines)

- Yoast SEO Plugin or something similar.

- Helps to create all of the meta-data of the site such as title tags and meta-descriptions.

- helps to create xml sitemaps for indexing in search engines as well as robot.txt files.

- Connects to Google Search Console for easy indexing and management.

- Caching Plugins (if needed)

- helps to increase page load speeds and overall site performance

- Uses Gzip, and minifying of code to achieve this.

**Other items included**

- One home page mock with as needed revisions to create design concept.

- Social Media connectivity (if applicable) to all your social accounts, including share or likes.

- Contact form system (Gravity Forms) can be used for contact forms or registration form.

- Ability to upgrade to private VPS (virtual) servers at a premium rate.

- Responsive and cross browser coding as mentioned above

- Plugin, WordPress and theme management (if hosting)

- Weekly website backups for peace of mind. (if hosting)

- SSL Certificate (HTTPS) (if hosting)

\*See full list of inclusion on our website’s terms and conditions page.

**Small print. (read!)**

Just like a parking ticket, you can’t transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed.   
  
We are a service provider and that service continues even after the agreement has been completed so long as you want us to continue managing and hosting your website.

**Once all payment have been satisfied you will have full ownership of your website and all of its content. At the end of your term in order to continue serving your website you will automatically switch over to our standard month-to-month management and hosting plan.** The rate of our management plans are listed in our terms and agreements and are always subject to change. We will always notify you well in advance of any changes in payments.

**If you decide to move your website to a new host, after satisfying the terms of this agreement, we will provide you the website files to provide to the new hosting provider.**

**Continue down for payments and complete scope….**

**PAYMENTS & SIGNATURE**

Payment 1: $1200 to start project

Payment 2: $1200 upon completion

**Payment Details – Credit Card**

**Card Holders Name:**

**Card Number:**

**Exp:**

**CVV:**

**Billing Address:**

Signature of Authorized Agent: Todays Date:

***Scope of Work (to be included in agreement) \****

To build a new website/section of the existing site to be a staffing portal. The purpose of the portal is to connect hospitals with various qualified nurses for short-term, part-time work. G4 will develop this project using a current staffing theme for WordPress. G4 will modify its design sand style to fit stylistically with the current platinumsurgicalassitant.com website.

Registration – both hiring company and staffer will compete a registration.

1. Nurses are free to sign up, but signup is required in order to see available on-demand assignments
2. Company’s will be required to pay for various listing packages upon registration allowing for 1 or more listings over the given period of time.