

**PREPARED FOR**  
Spirit Juice

**PRESENTED ON**  
07 Oct 2022

Service Agreement:  
Website Rebuild  
& Marketing Support





# A. Service Agreement

## Overview

This Agreement is made between **Catholic Support Services** and **Spirit Juice**, effective date 7 Oct 2022.

## Project Scope

We will build a custom website based on Wordpress, with the latest technology, as outlined in the **Statement of Work**.

## Summary

Our goal is to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this agreement you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

## What do both parties agree to do?

**You:** You have the authority to enter into this agreement on behalf of yourself or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work both 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 agreement.

**Us:** 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 endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.



## Design & Functionality

The design and specific site functionality will be outlined in the **Statement of Work**. Any additional needs not specified in the **Statement of Work** (such as statistics software like Google Analytics) can be included with a separate estimate or at our hourly rate.

We create both general designs (colors, fonts, styles) and site layouts. These are all responsive (meaning they adapt to the capabilities of many devices and screen sizes). We create designs iteratively (revising our work) in HTML and CSS, so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography).

### **Final say**

We take your success very seriously. During the design process there may be disagreements on certain aspects of this project. You're encouraged to voice your opinions, and we will try to accommodate any request. Although we ask our clients to respect our informed decisions as professionals, we agree to allow Spirit Juice to make the final call when it comes to matters of design.



## Design Process and Stages

We want to balance giving you a fixed price with your ability to change your mind. The price at the initial stage of this agreement is based on the amount of work we estimate is needed to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new that is outside the scope of this project, that won't be a problem as we can provide an estimate to add it to your **Statement of Work** or bill you at our hourly rate.

### 1. Initial Proposal

We will propose a site map, menu structure, and general page layouts for your approval. We will let you know what text, images, or other assets we might need.

### 2. Implementation

We will use your existing site aesthetics to implement the new site structure and layout. This will be passed to your designer to review and propose design changes.

### 3. Completion and revisions

When we finish the design implementation, you will have a chance to look it over. There are almost always minor changes. You can again submit a **single document** to outline any modifications you want.

Simple changes are included at this stage of development. These include, but are not limited to: adjusting margins, updates to colors for individual elements, adjusting text sizes, simple adjustments to the flow of pages. We don't want to limit you to your ideas in previous stages. If you change your mind or want more extensive modifications, we are happy to review anything that might be out of scope.

We will submit a list of changes we will make. Once you sign off on the list, we will install your site.



## Communication and Deadlines

It helps us work efficiently when all information is together in one place. To accomplish that we require you to submit all changes, requests, or other communication through our ticket system (on our site or by email: [helpdesk@catholicss.com](mailto:helpdesk@catholicss.com)).

Meetings will typically be done by phone or through an online service like zoom.

### **Timely content and feedback**

It is in everyone's best interest for us to complete your project on time. It is necessary for us to get your content or feedback quickly.

- You have 48 hours from initial communication to give feedback, answers, or any other requested information.
- You have 5 days to respond to content requests (pictures, text, or other assets). You must provide the final version of this content. Any changes to it later on will be your responsibility or we can provide a separate estimate for that.

### **Delays**

If these guidelines are not followed, subsequent deadlines are null and void and must be renegotiated. Because a delay may impact our ability to serve other clients, you will be responsible to pay for time lost due to these missed deadlines (up to 2 times our hourly rate). If the project is delayed for more than one week, we have the right to suspend or cancel your project. At that point, payment will be due for all work completed.



## Your Content

### **Text**

The **Statement of Work** lists the amount of content we can input for you and any copywriting we might provide. Unless agreed separately, inputting additional text or images into your content management system or creating every page on your website is not included, but can be added to the **Statement of Work**.

### **Graphics and photographs**

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If not included in your **Statement of Work**, searching for photographs is out of scope.



## Technology

We develop exclusively in WordPress because we believe this provides our clients the best quality at an affordable price. WordPress runs off PHP and MySQL. Your website will be developed with these, along with a combination of HTML, CSS, and JavaScript.

### **Browser testing**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

**Desktop browser testing** - We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox. We won't test in other older browsers unless this is agreed upon separately.

**Mobile browser testing** - Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in Safari and Google Chrome for Android.

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows mobile, or other mobile browsers unless this is agreed upon separately.

### **Search engine optimisation (SEO)**

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. We offer extensive SEO services as an additional service, unless specified in the **Statement of Work**.



## Support

Your website may use a combination of 3rd party software (paid plugins) and open source (free) software. It is important to regularly keep this software up to date. Unless indicated in the **Statement of Work**, this service is not included in your contract, but is something we offer for a monthly fee. Your website will be up to date and functioning at the moment we hand it over to you. If you choose not to use our services, the updates and management of the site will be up to you. Any issues related to user error or updates are your responsibility.

### **Software license**

Some of the software we use requires a license to keep up to date. Unless indicated otherwise, when we design your site, we will use our own license. If you do not choose to use our website update service, you may be required to buy a license for some software in order to update it.

### **Training and content changes**

Your site will run on WordPress, which is very user friendly. However, there is a lot to learn about modifying and maintaining a website. The design of your site does not include training or updates to content unless agreed upon separately. If you would like training and/or ongoing support for content changes, we can add that to the **Statement of Work**.

### **Follow-up**

Once your new site goes live, we provide a 30 day period where we will correct any mistakes that are our fault or add something that might have been missed. This does not include adding new features or repairing any problems caused by: user error, server malfunction, or hacking.

You can submit a single document listing minor needs. We schedule these updates as we do for normal small projects. The typical turnaround time is 3 to 5 days. Any urgent problems can be submitted at any time.



## Hosting

For your site to function, it must be hosted on a server capable of running it. We highly recommend clients have their sites hosted with us so we can ensure adequate performance and security.

### **Hosting service commitment**

If you do use our hosting services, we endeavor to provide 99% uptime on our servers measured annually. There may of course be times when the server will not be available, this can be scheduled or unscheduled.

Scheduled downtime is when we know it is going to happen and tell you about it in advance. Scheduled downtime will, wherever possible, almost certainly be outside of normal office hours. We'll do our stuff in the evening or on weekends to minimize impact on your business.

There may be very rare occasions when we need to restart the server during normal office hours and it is not possible to inform you beforehand. We don't make these decisions lightly and if this does happen we apologize.

Unscheduled downtime is when the server stops without us knowing it is going to stop. For a simple server hiccup, we'll get it back up and running as fast as we can.

We will do everything we can to ensure that your website is available 99% of the time, if we fall short of this, you are entitled to have a refund for any down time.



## Payment schedule

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. So, you agree to stick tight to the following payment schedule.

- For projects over \$2,000 we break up payment into two parts:
  - 50% due with this agreement to reserve your place in line
  - 50% due to install your site or at the projected completion date (whichever comes first)
- For projects \$2,000 and less, we require full payment up front.

If at any stage you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this agreement, by signing a mutual release agreement, that we will prepare and send for your signature.

We issue invoices electronically. Our payment terms are 14 days from the date of invoice by PayPal, Check, or Credit Card. All proposals are quoted in USD and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate payment details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 5% per month or part of a month.



## Legal Details

### **Liability**

We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Copyrights**

First, you guarantee that all elements of text, images or other artwork you provide are either owned by you, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only.

### **Displaying our work**

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books. We agree that displaying any of your client's imaginary or video content would require your sign-off.



## **Contract Stability**

Just like a parking ticket, you can't transfer this agreement to anyone else without our permission. This agreement stays in place and need not be renewed. If for some reason one part of this agreement becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this agreement is a legal document, which shall be governed by the laws of and under the jurisdiction of the state of Kentucky.



## B. Signature Page:

Signed by and on behalf of **Catholic Support Services**

*Nathan Hadsall*

Date:

Oct 07 2022

Signed by and on behalf of **Spirit Juice**

*Seneca Lester*

Date:

Oct 07 2022

*Everyone should sign above and keep a copy for their records.*



## C. Statement of Work

### Overview

- You will receive a custom Wordpress website redesign, built with the latest technology.
- The site will be created so that your staff will be able to easily make changes to text and images directly if you desire.
- The site will be designed and optimized to effectively generate leads.
- In the redesign we will also pay special attention to resolving the various technical and security issues that were noted in the site audit presented on 17 Aug 2022.
- Deliverables and pricing have taken into consideration support from your current designer.

### Deliverables

#### Site Outline and Planning

- Initial proposal to address design, navigation, key pages, visitor flow, sections, header, and footer.

#### Site Development

- Overall design based on existing style and branding from your existing site.
- Resolving the various technical and security issues that were noted in the site audit presented on 17 Aug 2022.
- Key pages - We will implement up to 5 custom designed pages. For example:
  - Home page - balance between lead generation and meeting communication needs for current families
  - Customized design for key pages - up to 4 other pages
  - Copywriting recommendations for these key pages
- A portfolio section to target potential clients looking for a specific type of project, showcasing your expertise and past work for that type of project.
- Content driven pages



- Design single template for content driven pages
- Input initial content for up to 30 pages
- Your organization to supply text information for these pages

## **Site Implementation**

- Site Implementation does include minor modification of any media or text to fit the design of key pages, but it does not include creating new media (such as photography or copywriting).
- Update design based on input from your designer.

*\* We require a "Powered by Catholic Support Services" link to be included in the site footer for our Catholic discount. We are happy to discuss a pricing change to not include this.*



## **Hosting Server Setup and Data Transfer:**

- Virtual Private Server (VPS) setup, custom configuration, security, & backups
- Transfer the following Spirit Juice Websites from Shared Hosting to VPS, creating sub users for each site as needed:
  - spiritjuicestudios.com / spiritjuice.com
  - spiritjuice.org
- Fully Managed VPS - Your organization will own your own Virtual Private Server which will be fully managed by Sprout Studio. It will be held under our account at the data center to be able to provide additional infrastructure support.



## Budget & Timeframe

This proposal is valid through **Oct 14, 2022**.

If you need further adjustments or clarifications, please let us know.

**Dates:** We estimate this project will take **2 months** to complete

### **Proposed Timeline:**

Site Outline and Planning: Oct 24 - Nov 4, 2022

Work on Initial Site Layout: Nov 5 - 18, 2022

Chris to Review and Provide Design Recommendations: Nov 21 - Dec 2, 2022

Implementation: Dec 3 - Dec 31, 2022

### **Payment Timeline:**

50% due with this agreement to reserve your place in line

50% due to install your site or at the projected completion date (whichever comes first)

### **Estimated Project Cost:**

\$14,900	Web Build
\$1,600	Technology Update & VPS Setup
<b>\$16,500</b>	<b>Total</b>



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