



## **WordFM.org**

### ***Website Redesign Project Agreement***

**IN SHORT:** You (WordFM) are hiring me (Garetii Media LLC) to design and build a new website for wordfm.org for the total price of \$14,950.

**TERMINOLOGY:** For the purpose of this agreement, "THE CLIENT" or "you" refers to the company you enter in this form above. THE CLIENT understands that for the purpose of a multipurpose contract, whenever the term "project" or similar words are used Garetii Media LLC is also referring to "files, footage, code, artwork, or digital designs" and all other terms affiliated with such services.

**GARETII MEDIA LLC PROVIDED SERVICES (aka STATEMENT OF WORK):**

Redesign wordfm.org with a fresh, new design that is delightful for radio listeners to use.

**TIMELINE ESTIMATE:** Aim to have the new website draft ready for review by end of July to mid-August, so we can launch before Sept 19.

**FEE AGREEMENT:** \$5,000 paid upfront, \$5,000 paid in July, and the remaining \$4,950 will be due when the website has been approved, before launching/publishing live to the public.

**EXTRA FEES:** If there is a specific font, plugin, or resource that THE CLIENT would like to use for their project and Garetii Media LLC does not own that particular font, plugin, or resource; THE CLIENT will be responsible for the extra expense for that font, plugin, or resource.

Garetii Media recommends THE CLIENT add a Privacy Policy, Terms of Use, and Cookie Policy to comply with developing privacy laws that govern websites. Solutions cost as little as \$99/year and can be purchased from <https://termageddon.com/> or <https://termly.io/> **DISCLAIMER:** Garetii Media is not a law firm, and cannot provide legal counsel. So please consult your legal team, hire a privacy attorney, or consider these options to see if they will fulfill your needs.

**HOURLY RATE FOR ADDITIONAL SERVICES:** If THE CLIENT would like additional help with copy writing, editing, strategy or branding consultations, logo redesign project management, or other small services not included above, Garetii Media LLC can

provide such additional services at an hourly rate of \$150 per hour, rounded up to the nearest half hour and billed monthly. Larger projects such as video production and digital marketing would require an additional, separate project agreement.

WHAT DO BOTH PARTIES AGREE TO DO? As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we'll need to complete the project – including text, images and other information – as and when we need it and in the format we ask for. You agree to review our work and provide feedback and approval in a timely manner. Deadlines work two ways and you'll also be bound by any dates that we set together. You also agree to stick to the payment schedule set above in the "FEE AGREEMENT" section.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off on our work on-time at any stage. On top of this, we'll also maintain the confidentiality of any information that you give us.

1. ENTIRE AGREEMENT: This agreement contains the entire understanding between Garetii Media LLC and THE CLIENT. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all the relevant parties.

2. COPYRIGHTS: You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by yourselves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows: You own the graphics and other visual elements, CSS, markup, and other code that we create for you for this project. You also own text content, photographs and other data you provided, unless someone else owns them.

THE CLIENT may not create derivative works or extract portions of the final deliverables.

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles, and in books about web design.

3. PAYMENT: THE CLIENT agrees to one of the payment plans outlined above and that 100% of the remaining balance is due once final project files have been submitted.

4. RIGHT OF WITHDRAWAL/TERMINATION CLAUSE: Garetii Media LLC's discovery of new information, changes to agreed circumstances, or other factors which tends to circumvent its policies may result in its withdrawal. THE CLIENT also has the right to withdraw from this agreement and terminate the contract if there are changes to agreed circumstances, or other factors which circumvent its policies. Regardless of which party initiates a withdrawal, if no work has been started a full refund of the deposit will be given, minus any card processing fees that have been charged to Garetii Media LLC (2.9% + \$0.30 per payment, if paid via card). If work has been started on the project, THE CLIENT will be charged for time spent on the project at an hourly rate of \$150 an hour rounded up to the nearest half hour. THE CLIENT will receive all project files that were completed up until the point of when the withdrawal was initiated.

5. LIMIT OF LIABILITY: Best efforts will be made to replace any project files that in the unlikely event have been lost, destroyed, or corrupted, for any reason beyond Garetii Media LLC's control. But if for some reason Garetii Media LLC is unable to replace the project files, liability is limited to return of all payments received and shall in no circumstance exceed the contract price stated here in.

6. NON-GUARANTEE: Although every possible care will be taken to produce the project as per THE CLIENT's desire. Garetii Media LLC cannot place an unconditional guarantee on the artwork provided.

7. PERFORMANCE: The performance of this contract on behalf of Garetii Media LLC shall be contingent upon acts of God, flood, fire, warfare, government, laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

8. SEVERABILITY: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

9. MODIFICATION: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed (physically or digitally) by THE CLIENT and Garetii Media LLC at the time of acceptance of this contract shall be recognized as modifications to this contract.

10. APPLICABLE LAW: This contract is governed by the law of the State of Indiana.

11. EXCLUSIVE JURISDICTION: Any claim arising under this contract must be brought in the courts of the State of Indiana.

12. TIME FOR BRINGING ACTION: Any action for breach of this contract must be commenced within one year after the cause of action accrued.

13. ATTORNEYS FEES: The prevailing party in any legal action arising under this contract or as a result of cancellation may recover reasonable attorneys' fees and litigation expenses from the other party.

By submitting this agreement, THE CLIENT agrees that you have read and understood the terms above, and hereby agree to the terms of this agreement.

Submitted by **Peter Hoppe** on June 6, 2025.

719.355.6550 // peter@garetii.com

Garetii Media LLC // Brownsburg, IN // Garetii.com