

VIVID CANDI®
FULL SERVICE DIGITAL AGENCY

2017 Living Website Lease Proposal - Ecommerce

Prepared for:
N/A

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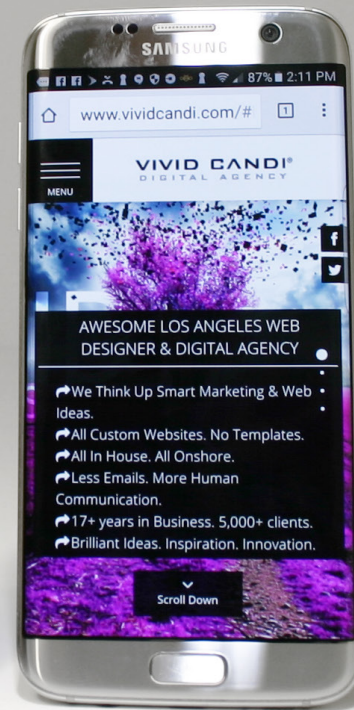
MOST WEBSITES ARE LIKE THIS OLD PHONE

4+ years old. Beat-up. Obsolete.
Bad first impression.
90-99% of your clients see it.



WEBSITE LEASES ARE LIKE A NEW PHONE

Always new. Always sharp.
Best first impression always.
Creates an ROI for business.



WHAT IS A LIVING WEBSITE LEASE?

Just like leasing a new car or phone, Vivid Candi will give your business a brand new custom website upon each lease renewal so your business always has the sharpest custom branded design with most current modern web technology and never gets dated like an old phone or car. When first impressions, quality and branding are of value to your business, website leasing is the solution to ensure you always have the best digital first and last impression to each website visitor.

Our web developers aren't just cookie cutting and making your websites off templates--- no way, we believe in doing it custom starting with great detail to your brand, your market, your competition and your selling points to translating that to custom designed website layouts which through our process of elimination will lead to a final design which will be produced with the latest cutting edge HTML5, CSS3, JQUERY, JAVA AND AJAX web technology powered by the Wordpress CMS platform trusted by over 90 million websites.

With a website lease, we have bi-annual checkup meetings with clients. We also provide ongoing quarterly Wordpress core & plugin upgrades. Also included is high performance shared fast page loading hosting. Additionally as a "Living Website Lease" member, we offer a 25% discount on any other inhouse web, design or marketing service we provide.

PROPOSED LIVING WEBSITE LEASE PRICING & TERMS

Design & Branding Time, 20 hours

Overall concept & branding development including brainstorming, competitor review, research technology inspiration & more. Two to three draft layout concepts for homepage only with up to 3 sets of revisions included.

Production, 30 hours

Based on approved homepage, our web development team will setup a development site, install the Wordpress CMS, Setup WooCommerce plugin to power Ecommerce and develop a custom Responsive HTML Wordpress theme (aka skin) for Desktop/Mobile/Tablet devices. All interior pages will be designed on the fly during production to match approved homepage layout. Forms, maps, social media and more will also be developed upon production. This phase will conclude with a demo presentation.

Finalize & Launch, 30 hours

Make up to 3 sets of overall minor revisions to overall website demo. Browser & device testing for most popular recent 2 years. Migrate and launch approved website live. Setup Sucuri (third party service for \$199-\$299/yr) cloud proxy server and malware scanner/removal service for enhanced security.

TOTAL HOURS & RATE ESTIMATED: 80 hours @ \$135/hr. \$10,800 value.

@12 MONTH TERM: 2 month deposit (\$2,250.00) to begin + \$1,125.00/mo

@24 MONTH TERM: 4 month deposit (\$2,700.00) to begin + \$675.00/mo

@36 MONTH TERM: 6 month deposit (\$3,150.00) to begin + \$525.00/mo

HOURLY Overage Fee: \$60/hr added to monthly lease payments paid over entire lease term if hours exceed quote. This keeps scope of work flexible as long as our time is paid over your lease term at a discounted rate.

END OF TERM LEASE BUYOUT OPTION: 15% surcharge upon principal.

PROPOSED SITE MAP

This is a proposed site map for your website that should flow best and provide the best user experience. Any recommended pages/sections may be changed at any point during production. Keep in mind that new pages not on this site map that have unique functionality requirements (beyond a normal informational page) will most likely add overage hours to your Living Website Lease.

Proposed Site Map:

-Home

-About

-Store (Powered by WooCommerce plugin)

-Category TBD (WooCommerce product category)

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-Blog (Will utilize Wordpress post architecture for easy scalability)

-Contact (Will include a form)

LIVING WEBSITE LEASE MEMBERSHIP BENEFITS

6 Month Checkup Meetings

Meet with our best web creatives to review your Google Analytics traffic data for valuable insights and discuss any other website improvements to maximize your results.

High Performance Shared Website Hosting

Unlike big cheap hosting companies such as Godaddy, Network Solutions, Media Temple and more--- we only put a small number of sites on each privately shared server and have much greater control to ensure high performance and faster page loading.

Living Website Lease Membership Discounts

As a member of our Living Website Leasing program, you automatically receive a 25% discount on any other inhouse provided service including graphic design, digital marketing, social media marketing, pay per click marketing, search engine optimization, video production and more.

New Custom Website Upon Lease Renewal

Upon lease renewal, Vivid Candi will re-think your website and branding from scratch and develop a brand new custom website with the latest web technology. You'll never have a dated website again.

LIVING WEBSITE LEASE FAQ'S

What do you need to start my Living Website Lease?

To officially begin, we need a copy of this proposal with each page initial'd and the final page signed plus your deposit payment.

How do you process payments?

We accept check payments, wire transfers, Paypal, Visa, Mastercard and AMEX.

When is my first monthly payment due?

Once your Living Website Lease deposit (per pricing terms) has been used, your first monthly payment will be due.

Besides payment, what do you need from me to start?

We always recommend a client does an art direction kickoff meeting with us to share sites they like and why and existing branding. We also recommend making a dropbox of any photos, logos, past ads, videos and any other material you think might be helpful for this process. Our agency also has access to high quality stock photos which are licensed so any client can use as needed for their website.

Is copywriting included?

By default copywriting is not included, however we do provide that service in house and will give you a 25% discount as a Living Website Lease member.

How does the hourly overage fee work and why do you have it?

All our work is 100% custom and to ensure prompt customer service, regular turnaround times and a flexible scope of work, we must be compensated for our time just like you are required to pay employees for their time. This rate is always discounted and will be added to your remaining lease payments paid over your selected lease term. To be clear, our work is billed hourly.

What happens if I don't pay a monthly payment?

All clients receive a 5 day grace period for their monthly payments. In the event a client does not pay, their website hosting will be temporarily suspended. If a client does not become current within 30 days, their website will be permanently disabled and deleted. To re-enable and re-launch the disabled site will incur a penalty fee of \$500.00 + past due balance.

PROJECT MANAGEMENT & HUMAN COMMUNICATION

Vivid Candi has many attributes which separate us from our competitors; however, we stand alone solely on our excellent project management. One of the first things we do for any project is tailor a Google Doc specifically for it, which looks similar to an excel spreadsheet. On this dynamic virtual document one can view (at anytime) all the pertinent information (i.e. who's working on your project, task performed, status, any notes, time log of start time and end time to see how your hours are being allocated, etc.) regarding the project, which is updated in real time. Literally one could be grocery shopping late at night, pull out their smart phone, hit the Google Doc app and see exactly where their project is at in real time. This essentially works as a check list toward completion so nothing requested by a client slips through the proverbial cracks. The Google Doc provides excellent communication internally, as well as, externally with our clients.

Communication is key with our agency, not only do we utilize Google Docs, but we have a huge emphasis on "HUMAN COMMUNICATION" via onsite/offsite meetings, teleconferences + screenshares or Skype vs asking clients to email us changes that can easily be misinterpreted and do more harm than good. With "HUMAN COMMUNICATION" at each important project milestone we ensure clear communication, inspire innovation, increase collaboration and maximize efficiency resulting in a stellar end result that produces results.

IN-HOUSE SERVICES

Custom Web Development

Wordpress CMS Programming

Drupal CMS Programming

Magento CMS Programming

PHP / AJAX / JQuery Programming

Ruby on Rails Web App Development

IOS / Android App Development

Website Hosting

Custom UI / UX Design

Ecommerce Development

Search Engine Optimization

Pay Per Click Management

Professional Blogging

Social Media Marketing

Graphic Design

Photography

Videography

Video Editing

WEB DESIGN PORTFOLIO

Due to the constantly evolving portfolio we have and fact that a website can't be represented nearly as well on paper, we strongly encourage you go to view our online web design portfolio showcasing millions of dollars of our custom web design projects at:

www.vividcandi.com/website-portfolio

LIVING WEBSITE LEASE SERVICE AGREEMENT

This PROFESSIONAL WEBSITE DESIGN SERVICES & LEASE AGREEMENT (the "Agreement") is made between Vivid Candi, Inc. (the "Company") and _____ (Herein referred to as "Client"), a individual or company for a _____ month Living Website Lease.

In consideration of services with the Company, the undersigned individual or company agrees that:

TERM OF AGREEMENT:

This Agreement shall continue in full force and effect for a 1 year minimum period or the duration of the selected lease term noted above and shall continue thereafter as otherwise provided in this Agreement.

SCOPE OF WORK:

Company agrees to deliver the scope of work as detailed on this proposal. Client is aware that any major changes to scope of work (i.e. new functionality, additional revision sets, advanced testing & optimization, etc) may add extra costs to Living Website Lease. Work added beyond the scope of work will be billed at the "hourly overage fee" noted on the lease pricing at a reduced hourly rate. These overages will immediately increase the remaining monthly lease payments by the amount agreed in the proposal. Our time is billed HOURLY NO MATTER WHAT just as you would with employees.

INCLUDED PAGES/SECTIONS PER SITE MAP:

Included on client's proposal are the pages and/or sections defined in the "site map" section. Additions or changes to this site may add additional costs to be determined upon request.

PROJECT TIMELINE POLICY:

Due to the unique nature of each of our clients and their website's needs, we do not guarantee any exact deadline for completion of any client's website. The average timeline that most clients experience is 2-4 months, however it's possible a project could take longer due to delays in feedback, complicated requests, receipt of required items, etc.. We will always aim to please and meet any desired deadlines. Communication is key in this process and we will always be happy to provide an ETA for completion or next steps.

REVISIONS:

Revisions are generally minor touch-ups and not major changes like a completely new concept. We will always do our best to please every client, but please try to keep revisions reasonable. We consider any individual request that takes over 2 hours to do a major revision and not minor. An example of an unreasonable and major revision would be if a client is on their 2nd set of revisions and asks for the previously approved layout to be redesigned and recoded. This is a change of heart and not a revision and will add an additional charge to be determined at that time to the project. Other unreasonable and non-included revisions are complete concept changes, page/section name changes, new functionality never discussed previously or included on the estimate, entire color scheme changes or changes that force a re-architecture of the site's HTML templates. Examples of reasonable changes included are font adjustments, minor color changes, photo swaps, aligning items better, etc. At the end of the day, we are happy to handle any request you have as long as you pay our hourly overage fee.

REVISION SETS:

This is an overall set of changes that a client gives Vivid Candi, Inc. at a set milestone in the project. Company will notify the client when to give any website an official review and provide a revision set. We welcome phone conferences or meetings to review revisions sets.

WORDPRESS CONTENT MANAGEMENT SYSTEM (CMS):

This gives each client approximately 90%-99% control over their own site once we create it. Since our work is custom, it's not possible for 100% of a site to be management by this CMS or any other. If you have questions on what you can and can't control, please ask your account executive.

OPEN SOURCE SOFTWARE:

All Wordpress websites utilize open source software (i.e. plugins) which are free for anyone to use, especially included the Wordpress platform itself. This allows us to give clients amazing functionality for a fraction of the cost. Since Company does not personally hard code and develop this open source software, client may not hold Company liable for any bugs, glitches, malware, hacks and viruses that occur on their website post launch after our included 30 days of support for new websites. Any support needed for ANYTHING PAST 30 DAYS will incur an additional fee to be determined for our time to look into and solve any issues. Rush fees may apply.

DIGITAL APPROVALS FOR PROJECT MILESTONES:

At each milestone during a project (i.e. layout approval, soft launch, full launch, etc.)-- we require that each client signs a digital agreement approving the current milestone in writing.

BLOCK WORK SCHEDULES:

At Company, we tend to work in blocks of 4-8 hours, so don't be alarmed if you don't see progress immediately or daily. Working this way allows us to make a much bigger dent and focus much better thus creating a much better quality product rather than working bits at a time.

TELECONFERENCES / MEETINGS:

Your Company executive is always happy to talk to you anytime upon request or when you call in. However, for more in depth conversations requiring the technical expertise of our web designers-- all phone calls and meetings are strictly by appointment.

"HUMAN COMMUNICATION" & EXCESSIVE EMAILING POLICY:

Occasionally we receive clients who want to communicate with us on numerous unreasonable amounts of emails (i.e. 3+ emails in 1 day, 10+ emails in 1 week, etc.) and/or lengthy emails (i.e. 250-500+ word detailed email) and/or send emails with detailed & technical requests email (i.e. with work attached requiring a detailed and professional review and/or web design work just to reply) and/or premature feedback (i.e. in between project milestones such as layout presentation, layout revision presentation, website demo presentation, website revision demo presentation, etc.). At Vivid Candi (Company), we have a very strict policy of "Human Communication" and we've had great success with it. All technical requests & feedback by Client MUST BE via a in person meeting, Skype (or other video chat service) or scheduled phone call with screen share. This ensures that the website project stays on track, within the scope of work, on time and within estimated budget thus streamlining the overall website development process. Additionally this leads to improved communication, collaboration, innovation and simply put a happier Client. Client may email us within reason to schedule meetings, send files and content. If client insists on excessively emailing feedback and/or technical requests in between scheduled milestone meetings, Company will charge for all time spent engaging such emails thus adding further costs to their monthly Living Website Lease. The overall goal of this policy is for our client's to have a positive relationship and experience with our digital agency resulting in a first class end product.

BROWSER COMPATIBILITY:

All websites Company produces are meant to be compatible with the latest major modern browsers (within past 2 years) such as Chrome, Firefox, Edge and Safari. However, Company will not guarantee 100% compatibility for browsers older than 2 years. Client may request additional optimization for older browsers and Company will bill for that time and may add increased expense to your monthly Living Website Lease payments per the "hourly overage fee". Client also understands that the process of browser optimization is a collaborative effort between client's team and Company since it's not possible for Company to test every single possible environment (would require hundreds of computer setups) and client is encouraged to report any compatibility issues to Company and we'll be happy to work on them.

MOBILE/TABLET COMPATIBILITY:

All websites Company produces are designed & coded to be compatible with the latest mobile & tablet browsers (within past 2 years) focused with unique CSS media query breakpoints for Iphone 5/6, Ipad and a standard Android browser. Client may request additional optimization for other devices requiring new CSS media query breakpoints and Company will bill for that time out of project's Max Cap of Hours. Advanced optimization may result in increased hours pushing client over included hours thus being billed per the hourly overage fee on the Living Website Lease. Client also understands that the process of mobile/tablet optimization is a collaborative effort between client's team and Company since it's not possible for Company to test every single possible environment (would require hundreds of device setups) and client is encouraged to report any compatibility issues to Company and we'll be happy to work on them.

WEBSITE HOSTING POLICY:

High performance shared website hosting is included with every Living Website Lease. We do not allow any client with a Living Website Lease to host anywhere else.

WORDPRESS UPGRADES POLICY:

Company will include quarterly Wordpress upgrades as a part of their Living Website Lease. If client requires more frequent upgrades, Company will quote an additional cost to be determine on request. Wordpress core and plugin upgrades greatly reduce the chances of malware, trojan horses, viruses and any other form of a security breach, however NO WEB DESIGN COMPANY CAN 100% GUARANTEE YOUR SITE WON'T HAVE ANY OF THIS OCCUR. For example, even Sony has been hacked and so has the government so no one can say they are 100% safe from this inconvenience. IN THE EVENT THIS OCCURS, COMPANY WILL NOT BE HELD LIABLE AND CLIENT WILL INDEMNIFY COMPANY FROM ANY RESPONSIBILITY. Additionally, Company will recommend an outside malware/hack cleaning service such

as Sucuri to clean the site at a cost client will be responsible to pay direct (usually about \$199/\$299/yr per site). Also, It is STRONGLY ADVISED CLIENT DOES NOT ATTEMPT TO UPGRADE WORDPRESS OR ANY PLUGINS THEMSELVES. Doing so may create irreversible damage and any support required to fix it will be charged at our hourly rate. Rush rates may apply.

******* WEBMASTER SUPPORT FROM VIVID CANDI: *******

Every client of Company has the option of paying Company for ongoing webmaster services to support them with regular general ongoing updates to content, functionality additions and anything else requested that can be done within the monthly webmaster retainer allocated hours. A separate agreement for this service with additional monthly fees must be signed to execute it.

WEBSITE BACKUP POLICY:

Company provides regular daily backups on the shared hosting. However these are daily and not necessarily incremental so if you need to restore your website to a previous day it's best to catch it asap before the backup overwrites itself. Company will also install a free Wordpress backup plugin which backs up to client's hosting server up to days/weeks back. Client is also recommended to setup a dropbox or Google Drive for these backups to be sent to for extra redundancy.

CONTENT INPUT:

We do not include content transfer from an old site or input/development of new content onto any site unless requested by the client to do so and/or estimated extra for it.

MID PROJECT CLIENT SIDE PROJECT MANAGER CHANGE:

When any project begins with a client, they appoint themselves and/or others in their organization as project manager. In the case there's a major change on the client side of who the project manager is, the new project manager will have to confirm they have read and also agree to the terms of the original signed agreement and scope of work detailed on this proposal before any work resumes. Client also must understand that it's very possible a change of project manager's midway into a project could push them over the included initial production hours which will result in increased billed hourly costs per the hourly overage fee on the lease.

SOURCE FILES:

Company is happy to release all source files upon request to any client upon payment of the lease buyout option.

QA ITEMS:

QA (aka Quality Assurance) items are a normal part of custom website development work and are also billed as so.

CANCELLATION:

Living Website Leases may not be canceled by a client before their completed agreed lease term (i.e. 12 months, 24 months, 36 months, etc.). Any client that tries to cancel their Living Website Lease premature to it's agreed lease term will be 100% responsible for all remaining payments.

REFUNDS / CREDIT CARD CHARGEBACKS:

ALL PAYMENTS MADE TO COMPANY ARE NON-REFUNDABLE UPON RECEIPT.

CONSEQUENTIAL DAMAGE:

Client will not hold Company responsible or liable for any consequential damages such as loss of profits, punitive damages or any other damages claimed. Any damages pursued will be limited to only any funds paid successfully to Company.

CONTRACT CHANGES VIA EMAIL:

Client may not use emails to change this agreement in any way whatsoever. This applies to email strings of any sort and client understands this agreement will not be altered or voided in anyway as a result of email communication and will not be admissible in court. Any alterations to the original agreement are required to be signed and in writing.

MATERIALS PROVIDED TO VIVID CANDI, INC:

Client represents that any content that they supply to Company does not infringe on any 3rd party intellectual property rights. The client agrees to indemnify and hold Company harmless from any breach of this representation.

CLIENTS WITH EXISTING WEBSITES REPLACING THEM WITH A NEW VIVID CANDI BUILT WEBSITE:

Clients may not hold Company responsible or liable in any way (including consequential damages, punitive damages or damages of any other kind) for loss of search engine optimization (including rankings, traffic, etc.) when launching a newly built website to replace an existing website (especially sites that have been live for years). Company will guide clients in all professional respects on how to minimize any impact in rankings, however it's normal for a client to experience a drop in traffic temporarily upon a newly launched website replacing an existing one. This is because no two sites are the same and many parts of the search spider algorithms can be affected by this. Company recommends clients pay for 301 permanent redirects to be custom created based on their top landing pages in

reference to their Google Analytics account. Company or an SEO company/expert can do this at an additional cost. Company also recommends any newly launched website to hire a SEO expert or company to assist with the transition and minimize any impact on existing search rankings and traffic.

NON-SOLICITATION OF VIVID CANDI EMPLOYEES & INDEPENDENT CONTRACTORS:

Any attempt on the part of the client to induce any employee or independent contractor to leave Company, or any effort by the client to interfere with Company's relationship with its employees or independent contractors would be harmful and damaging to Company.

The client agrees that, during the term of this Agreement, and for a period of two (2) years after the termination of the Agreement, the client will not in any way directly or indirectly:

- 1) Induce or attempt to induce any employee or independent contractor of Company to quit employment or any other type of professional relationship they have with Company and/or to otherwise interfere with or disrupt the Company's relationship with its employees and/or independent contractors.
- 2) Client may not discuss employment opportunities or provide information about competitive employment to any of Company's employees or independent contractor or solicit, entice, or hire away any employee or independent contractor of the Company.

ATTORNEY FEES:

In any legal action between the parties concerning this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs.

GOVERNING LAW FOR THIS AGREEMENT:

This agreement will be governed by the current laws of the state of California and any disputes must be resolved at the court located in Santa Monica, California.

By signing this agreement, the undersigned client understands and agrees to all terms on this professional website design services & lease agreement with the website developer Vivid Candi, Inc.

Client Signature

Printed Name

Company Name

Date

“It’s not work when your best clients are also your friends. It’s called SUCCESS & it’s WIN/WIN.”

-Chris Wizner, CEO of Vivid Candi