



# OPTIMA WORLDWIDE LIMITED – OPTIMA AUTOMOTIVE AGREEMENT DETAILS WEBSITE DEVELOPMENT

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## **Remuneration**

CLIENT shall pay OPTIMA fees as follows:

### **Up Front**

- 50% deposit for website design and development

Upon completion of the website, the remaining 50% will be due prior to launch. Additional costs may be incurred if client elects to purchase image royalties or requests other services or items. If client chooses for Optima to host the website, the annual web hosting fee of \$200 will be due prior to launch as well. Client may choose to pay upfront fees via check, or, if preferred, will be provided with a PayPal link to pay the other upfront fees via credit/debit card.

## **Intellectual Property and Copyright**

The CLIENT authorizes OPTIMA's use of all client logos, trademarks, Web site images, etc., for use in creating and using web resources including, but not limited to, web pages, directory listings and social media accounts; and any other uses as deemed necessary by OPTIMA, and agreed to by the CLIENT, for search engine marketing and optimization.

The CLIENT warrants that it is legally entitled to use, and saves OPTIMA harmless regarding, all materials provided to OPTIMA by the CLIENT during the course of this agreement.

## **Indemnification**

CLIENT shall indemnify and save harmless OPTIMA and OPTIMA's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the CLIENT in this agreement.

OPTIMA shall indemnify and save harmless CLIENT and CLIENT's directors, officers, employees, agents and assigns from and against all claims, actions, obligations, liabilities, damages, losses and judgments, including any incidental costs and expenses, arising out of or attributed, directly or indirectly, to the actions agreed to by the OPTIMA in this agreement.

The CLIENT acknowledges that OPTIMA is a specialist and does not profess expertise in the CLIENT's area of business. The CLIENT is responsible for, and holds OPTIMA blameless for, the content, trademarks and other aspects of the website that are related to the CLIENT's business, industry, and competitors.

## **Access**

CLIENT shall provide any and all access to their current website server, and domain registration and social media accounts (if applicable) within 7 days of the signing of this agreement.



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## **General**

OPTIMA and CLIENT are and shall be independent contractors and OPTIMA is not and shall not be the agent or legal representative of CLIENT for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied on behalf of or in the name of the other Party or to bind the other Party in any manner whatsoever.

No covenant or condition of this Agreement may be waived except by the written consent of the waiving Party, and forbearance or indulgence by the waiving Party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other Party and until complete performance by the other Party of the covenant or condition, the waiving Party shall be entitled to invoke any remedy available under this Agreement or at law, despite the forbearance or indulgence.

If any part of this Agreement is found to be invalid by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and shall not affect the validity of the remainder, which remainder shall remain in full force. Such severance shall have effect only in the geographic area within which such court has jurisdiction.

Any notice delivered by mail shall be deemed given when received. The date of receipt of any notice by facsimile shall be the date upon which the transmitter of the facsimile receives confirmation of the facsimile transmission.

This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes all prior and contemporaneous agreements, understandings and discussions, whether oral or written, between the Parties. There are no warranties, representations or other agreements between the Parties in connection with its subject matter except as specifically set forth in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and signed by each Party hereto. This Agreement is binding on all successors, permitted assigns, heirs, executors and administrators of the Parties hereto.

## **Website Project- Scope of Work:**

The purpose of this project is to design and develop a website to fully leverage Client's presence and brand on the web. The following is the scope of work based on initial consultation with the client:

- Creation of a new site using a design template TBD
- Client wants Optima to write the content of the site for them based on existing content that may have been created for other marketing purposes and following an interview with Client
- Client wants a mobile friendly version of the site built
- Pages on the site are likely to include:
  - Home page, optimized for search engines. Client to provide photos of shop, inside and out. Client will use submission links provided by Optima to submit images, graphics, etc. The new home page will be structured to drive conversions. That may mean lead generation, contact form submission, location map, or other goals set for the site. The design will be optimized so that the "Call to Action" is a visual "hot spot" that draws the user's attention.



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- Request an Estimate page
- Services page
- About Us page with a bit of history and what to expect when bringing your car to Client's shop. Client's mission statement will be included here if desired.
- Contact Us/Location page
- Other pages as requested by client. If client requests more than 10 pages, extra charges will apply.
- Links- As desired, Client will provide links to affiliates such as: rental car company partner, towing company, glass company, BBB, Angie's List, Chamber of Commerce, and associations.

## **Project Critical Milestones**

- Customer acceptance and signing of Agreement, payment of deposit
- Design consultation, creation, editing and signoff by CLIENT
- Development of XHTML/WordPress site with chosen design and deployment to test server
- Client interview with Optima staff writer for content development
- Client submits logo, images, pictures, etc. through Optima client portal
- Content development and submission by Optima to test site
- Review of content by Client, final edits
- Customer final testing, review and signoff
- Final Payment, prior to launch
- Launch on Optima server, hosting charges apply as described herein
- Website development project closure

Any additional change orders to the scope of this project as described in this agreement shall be paid when those change orders are completed.

## **Terms and Conditions**

During and upon completion of development, Optima will provide Client with the test site for review. Once approved to go live, Client will have up to thirty (30) calendar days to review and look for errors/bugs on the live site. Any errors or bugs found during that 30 day period that do not properly match up with the Agreement or Scope will be fixed at no additional charge. After that 30 days, Optima will also complete all remaining open bugs on the bug list at no charge. Any modifications that are outside the original scope, or bug fixes after 30 days will be invoiced at Optima's current hourly rate (As of 8/2/16, rate is \$120/hr. Hourly rate in the future is subject to potential change)



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## **Assumptions and Risks:**

- The template graphic design is set and cannot be altered. This includes navigation buttons and basic layout of the page itself. Any modification to the graphic design will result in a change order, additional costs and extended deadlines.
- Site content will be originally written by Optima after a phone interview with Client. Client is to provide desired photos, logos, graphics, etc. using the following link and clicking on “File Uploads”.  
<http://www.optimaautomotive.com/existing-clients> Both the phone interview and image submission must be completed within two weeks of the signing of the contract.
- Client responsiveness to requests for information/content review/graphics is crucial to meeting completion deadlines.
- Once Optima has uploaded all written content created as a result of the staff interview and/or taken from any existing source (i.e. brochures, etc.), and uploaded graphics as supplied by Client, Optima will inform Client that the final draft on the test server is ready for review. Client will have two weeks to complete this review process. If Client is unable to complete this process in that period of time, a final invoice will be sent and shall be immediately due. Client may take an additional 30 days to review the site for final edits, then the site will launch. Site will be in WordPress so Client will be able to make content and image changes on the site themselves going forward or contract with Optima to do it for them.
- Scope of work to be done is based on the information and documentation provided by Client.
- Any changes to the existing agreed upon scope will trigger the change control process and could impact the estimated costs and timelines of the current project. This may result in renegotiation of certain portions of the contract itself and signoff by both parties.
- Development and testing environments are available and functional to begin the project once the selected design has been programmed and set up.
- Website will be optimized for IE7+, Firefox 2+, Chrome 4.x+ and Safari 4.x+

## **SEO Disclaimer-**

Search engine results are solely under the control of the search engines themselves (i.e. Google, Yahoo, Bing, etc.). Each operates through the use of complicated algorithms that evaluate pages on the web against keyword searches performed by users. Search engines make some of their criteria public on how to enhance a website’s indexing and rankings, but most of their criteria are not available, which makes SEO an inexact science. Without notice, algorithms can, and have been known to, change dramatically- this can suddenly adversely affect a website’s rankings.

Therefore, it is simply not possible for ANY business to promise or guarantee top or first page rankings for any website or webpage. However, OPTIMA has accumulated a tremendous amount of data, testing, experience and growing positive results to help its clients work toward increasing their chances that a website will perform and gain high search engine placement on the major search engines.



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SEO is an ongoing process of applying certain techniques to a website that increases that site's chances of being ranked for specific keywords. OPTIMA does not, and cannot tell search engines where to rank a website. OPTIMA will follow best practices through its experience that it believes will out-perform your competitors (who are optimizing, too) and put your website as high as possible on the major search engines for your targeted keyword phrases.

OPTIMA cannot legally or ethically make guarantees or promises, other than the fact that its work, process, past experience and proven system can give your website highly enhanced chances to rank well on the Major Search Engine Results pages for specific targeted keyword phrases. In addition, updates and changes to existing websites won't likely have any impact on rankings for at least 60-90 days. New websites on new domains will likely take months to show any ranking results at all. Patience is a virtue during this period of time.