



WEB DESIGN/MAINTENANCE ORDER FORM

## PROJECT INFORMATION

Artist or Business Name: \_\_\_\_\_

Job Type\*: (Check all that apply)

- |   |                                      |
|---|--------------------------------------|
| <input type="checkbox"/> Web Design                                   | <input type="checkbox"/> Maintenance |
| <input type="checkbox"/> Template 1 2 3 4 5 <small>circle one</small> | <input type="checkbox"/> One Time    |
| <input type="checkbox"/> Custom                                       | <input type="checkbox"/> Monthly     |

If custom please list any special instruction prior to consultation if any:

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## CUSTOMER INFORMATION

Company Name: \_\_\_\_\_

If you are an existing customer and your information has not changed, please check here  and skip ahead.

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## BILLING INFORMATION

COMPANY NAME \_\_\_\_\_

FULL BILLING NAME \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_



Payment Method (choose one):

- Credit Card       Business Check       Money Order       Personal Check

Credit Card Billing Information:

If you're paying by credit card, please fill out the information below. Please note that 'Full Name of Billing Contact' and 'Billing Address' must exactly match your credit card's information. (for more information see Terms of Service 'Billing')

CARD TYPE(choose one):

- Visa        Mastercard        American Express        Discover Card 

CREDIT CARD # \_\_\_\_\_

CARD EXPIRATION DATE \_\_\_\_\_ MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

3 DIGIT SECURITY CODE ON BACK OF CARD or 4 DIGIT CODE IF AMEX \_\_\_\_\_

Keep credit card information on file for future orders?  Yes  No

By Signing this form, I hereby authorize Gert Rude Music Web Design (an edgetone company) to charge my credit card shown above for all charges associated with this project. I have read and understand Gert Rude Music Web Design's Terms and Conditions.

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

# PROJECT INFORMATION Questionnaire

What kind of internet service do you have? (i.e. dial-up, dsl, cable, other? \_\_\_\_\_)

Do you have your website domain name?

YES  NO

If YES what is your domain name? (i.e. yourdomain.com)\_\_\_\_\_

If NO please purchase your domain name before submitting this request.

Do you have a web server provider? (i.e. space on the web for your website?)

YES  NO

If YES with whom? \_\_\_\_\_

DNS Addresses: \_\_\_\_\_

Remote server login ID \_\_\_\_\_

Remote server password \_\_\_\_\_

If NO please purchase your web service before submitting this request.

If this is a musician related web site what type or types of music are you involved with?

\_\_\_\_\_

If this is a visual or non-musical artist web site what type of art are you involved with?

\_\_\_\_\_

If this is a small business related web site what type or types of business and products/services are you involved with?

\_\_\_\_\_

What are your favorite colors? \_\_\_\_\_

How many years have you been an artist/musician/business owner? \_\_\_\_\_

What is the demographic of your average customers/audience that you reach or want to reach (i.e age, gender, etc)?

\_\_\_\_\_

How would you describe your business/art/music?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WEB PROJECT CHECKLIST

Please be sure that you include each item on the following list before sending in your order.

- Data Master to be used containing all images, logos, web content text, mp3 files, and special instructions/needs in a Microsoft word or simple text document.
- Clearly mark your disc(s) with your web project name and the words "data master."
- These can be supplied on CD-R, Zip disc, or by sending a WIN ZIP file via email to [grmusic@yahoo.com](mailto:grmusic@yahoo.com)
- Signed and completed Order Form.
- Signed and completed Replication Rights Form (if applicable for audio or movie download files).
- Payment of 50% of estimated total.
- This 50% deposit is based on the quote before any custom work if any.

# Terms of Service & Conditions

When doing business with Gert Rude Music Web Design you agree to the following terms and conditions:

### WARRANTY

- Gert Rude Music Web Design warrants that web and graphic materials produced and delivered to the customer by Gert Rude Music Web Design meet generally accepted industry standards as well as Gert Rude Music Web Design's own strict quality standards and specifications.
- If any web and graphic materials produced and delivered to the customer by Gert Rude Music Web Design are found to be defective in quality, Gert Rude Music Web Design will replace or repair the defective materials or refund a portion or all of the invoice total for that job, if and only if a written notice reporting the defects is received by Gert Rude Music Web Design, within 15 days of web site launch by Gert Rude Music Web Design and as long as the defects did not result from a defect or error in materials provided by, or on behalf of, the customer. Corrective actions taken will be decided upon solely by Gert Rude Music Web Design.
- Failure by the customer to delivery a written statement of defect within 15 days of web launch will result in Gert Rude Music Web Design being exempted from all liability for the defects or errors in question.

### BILLING

- A 50% deposit is required at the start of all jobs, unless otherwise specified.
- Full payment is due on completion of the customer's job, before the web site is launched on the customer's web service. We do not deploy C.O.D. For jobs where payment terms have been extended, the invoice billing cycle begins on the launch date for the job.
- Final balances not paid within 30 days of their due date will be charged to the customer's credit card on file, regardless of preferred method of payment.
- Balances not paid within 30 days from their due date will be charged to customer's credit card on file. If the balance cannot be collected from customer's credit card on file, it will accrue interest at a rate of 1.5% per month (18% per annum) and shall accrue daily.
- Customer is responsible for paying all collection costs for an invoice in the event that payment for that invoice is over 30 days past due and collection services are used. This includes any legal fees that may or may not be necessary.

### DEADLINES & DUE DATES

- Stated or estimated completion or launch dates for jobs are estimates and are not guaranteed. Although we go out of our way to meet customer deadlines Gert Rude Music Web Design specifically disclaims liability for delays in delivery and any consequential damages or losses.
- Orders may be delayed by the customer's failure to provide all required materials on time, which means materials must be provided at the start of the job, unless otherwise specified. Required materials for web Design jobs include, but are not limited to, data master, artwork/content text in the appropriate format, deposit, and signed order form & paperwork.
- Orders may be delayed by the customer's failure to pay promptly upon job completion or invoice due date.

### PRICING

Gert Rude Music Web Design reserves the right to modify pricing, specifications, quantities, materials, or special offers from our advertising, website, or other company materials without obligation or notice.

- Price quotes and estimates are valid for 30 days unless otherwise specified.

### LICENSE & INTELLECTUAL PROPERTY RIGHTS

- The customer grants Gert Rude Music Web Design a royalty-free, nontransferable license to reproduce and distribute images and information of materials to the extent necessary for Gert Rude Music Web Design to perform its obligations under this Purchase Agreement.
- The Customer represents and warrants to Gert Rude Music Web Design that the customer is the true and rightful owner of, or is licensed or otherwise possesses legally enforceable rights to use, the registered and unregistered rights, titles, and interests in and to any United States or foreign trademarks, service marks, trade names, copyrights, or other intellectual property rights relating to all materials provided to Gert Rude Music Web Design by the customer.
- The customer represents and warrants to Gert Rude Music Web Design that the customer and Gert Rude Music Web Design are not, or will not be as a result of any work done for the customer Gert Rude Music Web Design, in violation of any intellectual property rights of third parties.
- Gert Rude Music Web Design participates in the International Recording Media Association's Anti-Piracy Compliance Program. We require customers who plan to present audio or movie files for download to fill out and submit a **Replication Rights Form** for all, unless otherwise specified in writing.

### LIMITATION OF LIABILITY

- Work performed by Gert Rude Music Web Design for a customer is performed at the sole risk of the customer. Although we go out of our way to delivery high quality work and to treat our customers' source materials and finished products with care, Gert Rude Music Web Design specifically disclaims liability for damage or loss of any kind suffered by the customer, directly or indirectly, due to fire, theft, casualty, negligence, or any other reason.
- The customer agrees to indemnify and hold Gert Rude Music Web Design harmless from and against any losses or damages incurred by the customer or any third party as a result of services or related to services provided for the customer by Gert Rude Music Web Design
- Source materials provided to Gert Rude Music Web Design by or on behalf of the customer, including but not limited to forms, paperwork, data masters, and artwork/audio digital files or prints, will remain the property of the customer, but are not returned automatically to the customer unless specifically requested and acknowledged in writing. Gert Rude Music Web Design specifically disclaims liability for damages to or loss of these materials while in the possession of Gert Rude Music Web Design, and also reserves the right upon job shipment to destroy any materials that were not specifically requested to be returned to the customer.

### FORCE MAJEURE

- Gert Rude Music Web Design will not be held responsible for failing to perform its obligations under this agreement if such failure is caused by circumstances beyond the reasonable control of Gert Rude Music Web Design, including, but not limited to, acts of God, equipment failures, and delays by subcontractors or suppliers.

### APPLICABILITY OF AGREEMENT

- All business conducted with Gert Rude Music Web Design shall be governed by these terms & conditions. This includes business conducted based on verbal agreements. This also includes instances where the customer chooses not to formally submit a signed copy of Gert Rude Music Web Design's paperwork, such as the order form and terms & conditions form. Please sign and date below, indicating that you have read, fully understand, and accept these terms and conditions of doing business with Gert Rude Music Web

Company Name (if applicable): \_\_\_\_\_

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_