

Website Agreement

Modern Websites by Jo · Bridgton, Maine · (207) 693-5282 ·
jo@modernwebsitesbyjo.com

Between Vortex Enterprises, LLC, a Maine limited liability company doing business as Modern Websites by Jo, of Bridgton, Maine (“Jo,” “I,” “me”), and the client named in Schedule A (“you”).

This is the whole deal, in plain English. Schedule A is the job and the price. Schedule B is the optional monthly plan. If you sign, or pay the deposit, or click that you agree at checkout, you're agreeing to all of it.

1. What I build

- 1.1 The package in Schedule A. Standard is a homepage that works on a phone: your hours, your photos, your number. Commerce is that, plus one selling or booking piece, so your customers can order or book on the site. Add-ons are only the ones checked in Schedule A.
- 1.2 I build it to work on the phones and browsers people actually use at the time we go live. I use my judgment on the design. You get two rounds of changes (Section 4).
- 1.3 Anything not in Schedule A is extra: more pages, more features, writing your text from scratch, photography, a logo, ads, search-engine work. I'll quote it in writing before I do it. Email or text counts as writing.

2. What you give me

- 2.1 Photos of your place, the words you want on the site, your real hours, and the name of whoever holds the login for your web address. I'll tell you exactly what to send after you book.
- 2.2 I never need your passwords. Not for your web address, your email, your PayPal, anything. Don't send them. If you do, I'll delete them and ask you to change them.
- 2.3 You confirm you own, or have permission to use, everything you give me: photos, logo, text, menus, reviews, prices. If someone claims otherwise, that's yours to sort out, and you'll cover any cost it puts on me.
- 2.4 Most sites go up within a week of the deposit clearing, once I have your photos and your text. The clock starts when I have both. If I'm waiting on you, the site waits.

3. Money

- 3.1 Half down. The price is in Schedule A. Half when you book, half at go-live, unless Schedule A says otherwise in writing.
- 3.2 Go-live works the same either way. I build the site at a private preview address on my own domain. You look at it on your phone. When you're happy and the balance is paid, the site moves to your web address, in your name. It doesn't move before the balance is paid.
- 3.3 Pay by PayPal (a card is fine, no PayPal account needed) or by check made out to Vortex Enterprises, LLC. Your receipt and your card statement will say Vortex Enterprises, LLC. That's my company.
- 3.4 The price in Schedule A is the whole price. Building a website is not a taxed service in Maine. If that ever changes, tax is added at cost and nothing else moves.
- 3.5 If the balance isn't paid within 30 days after I show you the finished site at the preview address, I can stop the job, and Section 9 applies.

4. Changes

- 4.1 Two rounds of changes are included. A round is one list of everything you want changed, sent at once, and my response to it. One email with ten items is one round. Three emails on three days is three rounds.
- 4.2 After the two rounds, and for anything outside Schedule A, I quote it in writing before I do it. Small things are small prices. If you're on Webmaster (Schedule B), its 60 minutes a month covers the small things after go-live.

5. Your web address and your hosting

- 5.1 Your web address (your domain) and your hosting stay in your name, on your card. I'll tell you which hosting to use, and you'll add me as a helper on that account so I can put the site up. Never as the owner, and never with your password.
- 5.2 I never buy, renew, or transfer a domain for you. If you don't have one, I'll tell you where to get it and what to type. If a domain lapses because it wasn't renewed, that's between you and the company you bought it from; getting it back is not part of this agreement.
- 5.3 If you already have a site, it stays as it is until the new one moves in.

6. Who owns what

- 6.1 When the balance is paid, you own the site. I assign to you the copyright in the custom design, layout, and text I wrote for you, and you get a copy of the files. Until the balance is paid, the site is mine.
- 6.2 What stays mine: the general methods, code patterns, and building blocks I use across all my sites (you get a permanent license to use them in your site), and any mockup I made before you booked. I can show your site in my portfolio and say I built it.
- 6.3 Stock photographs I supply are licensed, not owned. The license comes with the site and covers using them on it. The fonts are from Google's free library. Your own photos, logo, and text stay yours.
- 6.4 Outside pieces (PayPal, your host, Google Fonts, a booking engine) run under their own terms, which you accept when you use them.

7. The credit line

- 7.1 A small line in the footer, "Site by Modern Websites by Jo," linking to <https://www.modernwebsitesbyjo.com>, stays on the site for as long as the site is up. It's how the next business finds me, and it's part of the price.
- 7.2 If you'd rather not have it, I'll take it off for \$100, any time.

8. What I don't promise

- 8.1 I don't promise sales, traffic, or a spot on Google. I build the site to good practice. What people do with it is up to them.
- 8.2 Your business is yours: what the site says, your prices, your claims, your licenses, your industry's rules, accessibility, privacy. I'm not a lawyer and I don't check any of that. If your trade needs something specific on the site (a disclaimer, a notice, an age gate), tell me and I'll build it.
- 8.3 Outside companies change things and break things: PayPal, hosts, domain registrars, Google, the phone makers. I'm not responsible when they do. Fixing what they broke is a Webmaster job, or priced straight.
- 8.4 Once the site is on your web address and you have the files, keeping it up is yours, unless you're on Webmaster.

9. If it stops

- 9.1 You can stop any time by telling me in writing. If you stop before go-live, you owe me for the work done, up to the full price. The deposit covers the work through the first preview and I keep it. If Schedule A says nothing was due until go-live, we settle on a fair amount for the hours in, and I'll show you the count.
- 9.2 I can stop if I don't hear from you for 30 days after asking for something I need, if you ask me to build something unlawful or deceptive, or if I can't do the job. If I stop because I can't do the job, I refund what you've paid for work not done.
- 9.3 If it stops before go-live, the preview stays mine and nothing moves to your web address.

10. Limits

- 10.1 If something goes wrong and it's my fault, what I owe you is capped at what you paid me under this agreement. I'm not liable for lost sales, lost data, or other indirect losses.
- 10.2 Maine law applies. Any dispute goes to the courts of Cumberland County, Maine, and either of us can use small claims court for anything within its limit. We talk first, by phone, before anyone files anything.

11. Webmaster (optional)

11.1 If you subscribe to Webmaster, Schedule B applies. It's month to month. You can quit any month, and nothing breaks.

12. The rest

12.1 This is the whole agreement. It replaces anything said before it. Changes are only good in writing, and email or text counts.

12.2 Signing by hand, by email, by typing your name below, or by clicking that you agree at checkout all count as signing.

12.3 Notices go to the email and phone in Schedule A for you, and to jo@modernwebsitesbyjo.com or (207) 693-5282 for me.

12.4 If one part of this doesn't hold up, the rest still does.

Signed

Vortex Enterprises, LLC,
doing business as Modern
Websites by Jo

By: _____

Jo Hoeflich, Member

Date: _____

Client

Business: _____

By: _____

Name and title: _____

Date: _____

Schedule A • The job

Fill this in together. One page. Check the boxes.

Business name _____

Owner _____

Address _____

Phone • Email _____

Current site (if any) _____

Web address for the new site

☐ You already own it, in your name

☐ You'll get one (I'll tell you where and what to type)

Package

☐ Standard • \$1,000 A homepage that works on the phone. Hours, photos, the number.

☐ Commerce • \$1,500 That, plus your customers can order or book on the site.

Add-ons

☐ Online ordering • \$1,000	☐ Booking • \$750
☐ Gift cards • \$750	☐ Galleries • \$500
☐ Multi-location • \$500	☐ Something else: _____ • \$_____

Total _____

How you'll pay

☐ Half down: \$ _____ now, \$ _____ at go-live.

☐ As written here: _____

What you'll send me Photos of your place • the words you want on the site • your real hours • the name of whoever holds the login for your web address. Never a password.

Credit line

☐ Stays (part of the price) ☐ Removed, \$100

Webmaster

☐ Not now

☐ Yes, Standard site, \$50 a month ☐ Yes, Commerce site, \$90 a month (Schedule B)

Notes _____

Initials Jo _____ Client _____

Schedule B · Webmaster

The optional monthly plan. Applies only if you checked it in Schedule A or subscribed on the site.

- B.1** What it costs. \$50 a month for a Standard site. \$90 a month for a Commerce site. Billed monthly through PayPal to your card or PayPal account. Your statement says Vortex Enterprises, LLC.
- B.2** What you get. Sixty minutes a month of small changes — hours, prices, a photo, a paragraph, this week's special — done within two business days. You reach me by phone or text for those, not email-only. A monthly health peek: I check that the site loads, links aren't broken, and the hours still look right, and I text you if something's off. One seasonal swap a year (for example summer hours and hero for winter, or the other way). Same-business-day response if the site is down while I'm working. A monthly form or booking smoke test so a contact or order still lands in your inbox; on Commerce sites I also fix the PayPal pipe when it breaks. A dated backup: I keep a current copy, and I can put last month's copy back up if you need it.
- B.3** What it isn't. New pages, a new look, writing your text, photography, ads, social media, Google, the bills for your web address and hosting, and anything that would need your passwords. Bigger jobs are priced straight, same as always. Unused minutes don't roll over.
- B.4** Starting and stopping. It starts the month the site goes live. No contract, no term, no setup fee. Quit any month, from your PayPal account or by telling me, and nothing breaks: the site stays up, in your name, on your card. You just don't have me on call.
- B.5** If a payment fails. PayPal tries again on its own. If it still fails, I'll call once. Changes pause until it's sorted. The site stays up.
- B.6** Price changes. If I ever change the price, I tell you 30 days ahead, and you can quit before it takes effect.

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