

WEBSITE DESIGN & MANAGEMENT SERVICE AGREEMENT

Service Provider: Cedar and Summit Media, LLC

Agreement Date: _____

This Website Design & Management Service Agreement (the "Agreement") is entered into between:

SERVICE PROVIDER: Cedar and Summit Media, LLC, a web design and digital management company ("Provider")

CLIENT: _____ ("Client")

1. SERVICE OVERVIEW & PACKAGE SELECTION

Provider agrees to deliver website design, branding development, and ongoing website management services to Client. The scope and deliverables are determined by the service package selected below.

CLIENT PACKAGE SELECTION (Check One):

- STARTER | \$1,499 upfront + \$299/month
- SUMMIT - STANDARD | \$2,999 upfront + \$499/month
- PEAK - PREMIUM | \$4,999 upfront + \$999/month

OPTIONAL ADD-ON (Check if applicable):

- ON LOCATION MEDIA | \$2,999 + travel fee (single session) OR \$4,999 + travel fee per session (twice yearly)
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2. SERVICE INCLUSIONS & DELIVERABLES

STARTER PACKAGE (\$1,499 upfront + \$299/month)

Initial Website Build & Launch

- 2-page custom template website
- 1 round of revisions
- Calendar booking with deposit collection and notifications
- Local SEO optimization with biannual testing and updating
- Branding kit: logo, colors, and font family
- Professional copywriting optimization

Ongoing Monthly Management (\$299/month retainer)

- 1 SEO-optimized blog post per month
- 2 hours of monthly edits (text, images, links, updates)
- Hosting, security, and automatic daily backups
- Quarterly analytics report

Launch Incentive

- FREE \$300 Google Ad Credit upon new site launch (deposited within 30 days of go-live)

Minimum Commitment: 3 months from site launch

SUMMIT - STANDARD PACKAGE (\$2,999 upfront + \$499/month)

Initial Website Build & Launch

- 5-page fully custom website
- 3 rounds of revisions
- Calendar booking with deposit collection and automated lead flow
- Local SEO optimization with quarterly testing and updating
- Branding kit: logo, colors, and font family
- Professional copywriting optimization
- Initial strategy consultation to align website goals with business

Ongoing Monthly Management (\$499/month retainer)

- 2 SEO-optimized blog posts per month
- Blog training session (1 hour) included in first month
- 4 hours of monthly edits (content, images, feature adjustments)
- Hosting, security, and automatic daily backups
- Analytics reports delivered every two weeks
- Quarterly strategy call to review performance and discuss growth

Launch Incentive

- FREE \$500 Google Ad Credit upon new site launch (deposited within 30 days of go-live)

Minimum Commitment: 3 months from site launch

PEAK - PREMIUM PACKAGE (\$4,999 upfront + \$999/month)

Initial Website Build & Launch

- Up to 10 pages fully custom website
- Unlimited revisions
- Calendar booking with deposit collection, automated lead flow, and CRM integration
- Local SEO optimization with monthly testing and updating
- Branding kit: logo, colors, and font family
- Professional copywriting optimization

- Custom content strategy plan developed with Client
- Initial strategy consultation to establish goals

Ongoing Monthly Management (\$999/month retainer)

- 4 SEO-optimized blog posts per month (weekly publication)
- Custom monthly content calendar
- 8 hours of monthly edits (comprehensive updates, feature development, optimization)
- CRM integration support and lead nurturing automation
- Hosting, security, and automatic daily backups
- Weekly detailed analytics reports
- Monthly strategy call to review performance, discuss growth, and plan next steps

Launch Incentive

- FREE \$1,000 Google Ad Credit upon new site launch (deposited within 30 days of go-live)

Minimum Commitment: 3 months from site launch

3. ON LOCATION MEDIA ADD-ON

SINGLE SESSION (\$2,999 + travel fee)

What's Included

- 3 full days of on-location professional photo and video production
- Professional media assets organized and delivered
- Licensed for unlimited use on website, social media, and marketing materials
- Content integrated into Client website
- 1 full promotional video
- FREE \$500 Google Ad Credit for media launch

Travel Fee

- Travel fee covers transportation, accommodations, and related expenses
 - Estimated travel fee quoted based on Client location prior to booking
 - Final invoice provided post-trip
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TWICE-YEARLY RETAINER (\$4,999 + travel fee per session)

What's Included

- Two 3-day on-location shoots per calendar year
- All deliverables included in single session per visit
- Priority scheduling during peak seasons
- FREE \$500 Google Ad Credit per session

Travel Fee

- Travel fee covers transportation, accommodations, and related expenses per session
 - Estimated travel fees quoted based on Client location prior to each booking
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4. THIRD-PARTY PLATFORMS & INTEGRATIONS

Platforms Used

Provider utilizes industry-standard third-party platforms to deliver services:

- Website Platform: Webflow
- Calendar & Booking: Calendly, Acuity Scheduling, or equivalent
- Automation: Zapier, Make, or equivalent
- Communications: Twilio or equivalent for SMS/notifications
- Analytics: Google Analytics, Google Search Console
- Payment Processing: Stripe or PayPal
- Hosting & Security: Webflow Hosting or third-party providers
- CRM Systems (Peak only): HubSpot, Pipe Drive, or equivalent
- Additional integrations: Per Client request

Client Acknowledgment & Compliance

- Client acknowledges these platforms are essential to service delivery
- Client agrees to comply with each platform's Terms of Service and Privacy Policy
- Client data remains Client property, subject to each platform's policies

Platform Costs

- Standard platform subscription costs included in monthly retainer
- Premium features or advanced integrations may incur additional costs and will be quoted separately
- Provider not responsible for price increases by third-party platforms

Data Ownership & Portability

- All Client data stored on third-party platforms remains Client property
- Upon contract termination, Provider will assist with data export where technically feasible
- Some platforms may have export fees or data retention policies outside Provider's control

Third-Party Liability Disclaimer

Provider is NOT responsible for:

- Service outages, downtime, or access interruptions from third-party platforms
- Data breaches, security issues, or policy changes by third-party platforms
- Feature discontinuation, pricing changes, or policy updates
- Performance issues or bugs by third-party platforms
- SMS delivery failures, payment processing failures, or booking system errors
- Website hosting downtime or performance issues

Client agrees to hold Provider harmless for issues beyond Provider's reasonable control.

Platform Changes

Provider reserves the right to substitute equivalent platforms if current platforms become unavailable, cost-prohibitive, or technically insufficient. Client will be notified in advance of major platform changes.

5. WHAT IS NOT INCLUDED

The following services are NOT included and may be offered as additional services:

- Website migration from existing platforms
 - Third-party integrations not mentioned in agreement
 - Custom software development or app creation
 - Social media management
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6. TIMELINE & DELIVERABLES

Initial Website Build Timeline

- Days 1-7: Provider collects Client content, images, and business information
- Days 8-30 (Starter), 8-45 (Summit), 8-60 (Peak): Website design and development
- Final revision and launch preparation
- Website goes live; Google Ad Credit deposited

Monthly Deliverable Schedule

- Blog posts published by the 25th of each month
- Analytics reports delivered per package frequency
- Edits and updates completed within 5-7 business days of request (within allotted hours)
- Strategy calls scheduled by the 15th of each month

Support Response Times

- General inquiries: 24-48 business hours
 - Urgent issues (website down, security): 2 hours during business hours (Mon-Fri, 8am-6pm MST)
 - Strategy calls confirmed 7 days in advance
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7. PAYMENT TERMS & CONDITIONS

Upfront Fee

- Due in full prior to work beginning
- Accepted payment methods: ACH transfer, credit card, PayPal, or Stripe

Monthly Retainer Fee

- Due on the 1st of each month
- Automatic recurring payment preferred; invoices sent via email on the 1st
- Payment due within 7 days of invoice

- Late payments (7+ days overdue) result in service suspension until payment received

Google Ad Credits

- Deposited to Client's Google Ads account within 30 days of site launch
- Credits are promotional credits provided by Google
- Provider not responsible for Client's use of credits or expiration per Google policies

Refund Policy

- No refunds for initial upfront fees after work has commenced
 - No refunds for monthly retainers (services already rendered)
 - Upon termination, payment due through final month of service
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8. CONTRACT TERM & CANCELLATION

Minimum Commitment Period

- Minimum commitment is 3 months from official site launch date

Cancellation After Minimum Term

- Either party may cancel with 30 days written notice after the 3-month commitment
- Written notice via email

Early Termination (Before 3-Month Minimum)

- If Client terminates early: Client forfeits remaining balance for the 3-month period
- Unpaid invoices become immediately due

Automatic Renewal

- Agreement automatically renews month-to-month after initial 3-month commitment
- Either party may cancel with 30 days written notice prior to renewal

Upon Termination

- Provider will transfer all website files and assets to Client within 14 days
 - Client responsible for ongoing hosting and maintenance post-termination
 - Provider retains right to reference Client as portfolio example with permission
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9. REVISIONS & SCOPE MANAGEMENT

Included Revision Rounds

- STARTER: 1 comprehensive revision round on initial website
- SUMMIT: 3 comprehensive revision rounds on initial website
- PEAK: Unlimited revision rounds on initial website

Monthly Edit Hours

- STARTER: 2 hours per month
- SUMMIT: 4 hours per month

- PEAK: 8 hours per month

Changes beyond allotted hours billed at \$75/hour. Unused hours do not carry over.

Major Changes

- Major requests (new pages, significant redesigns, custom features) quoted separately before work begins
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10. CONTENT & INTELLECTUAL PROPERTY

Client-Provided Content

- Client warrants that all content provided is original, licensed, or authorized for use
- Client indemnifies Provider against copyright, trademark, or rights claims

Provider-Created Content

- All original design, code, branding kit, and blog content created by Provider remain Provider property until contract completion and full payment
 - Upon minimum 3-month term completion and full payment, ownership transfers to Client
 - Provider may use content for portfolio and case studies with Client permission
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11. WEBSITE MAINTENANCE & SECURITY

Provider Responsibilities

- Automatic daily backups
- SSL security certificate maintenance
- Regular security updates and patches
- Hosting and infrastructure maintenance

Client Responsibilities

- Password security and access management
- Copyright compliance of all content
- Notification to Provider of security concerns

Uptime Commitment

- Provider endeavors to maintain 99% uptime
 - Exceptions include scheduled maintenance, third-party outages, and external issues
 - Provider not liable for revenue loss from downtime
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12. ANALYTICS & PERFORMANCE REPORTING

Reporting Schedule

- STARTER: Quarterly reports
- SUMMIT: Bi-weekly reports

- PEAK: Weekly reports

Performance Expectations

- Results depend on factors beyond Provider's control: seasonality, market conditions, Client marketing efforts, competition
 - Website improvements support business growth; results vary based on Client follow-up and service quality
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13. GOOGLE AD CREDITS

Credit Usage

- Credits are promotional credits provided by Google
- Credits must be used within 12 months of site launch or expire
- Client responsible for Google Ads account setup and management
- Provider offers strategic guidance but Client has full account responsibility

Expiration

- If Client does not activate Google Ads account within 60 days of site launch, credits may expire
 - Provider not liable for expired credits; Client responsible for timely activation
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14. COMMUNICATION & SUPPORT

Contact Information

- Email:
- info@cedarandsummitmedia.com
- Phone/Text: (208) 271-9040
- Location: Boise, ID

Response Time Commitments

- General Inquiries: 24-48 business hours
 - Blog/Content Updates: 3-5 business days
 - Website Changes/Edits: 5-7 business days (within monthly hours)
 - Urgent Issues (Website Down, Security): 2 hours during business hours
 - Scheduled Calls: Confirmed 7 days in advance
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15. LIABILITY & DISCLAIMERS

No Guarantee of Results

- Provider cannot guarantee specific traffic, lead, booking, or revenue increases
- Website success depends on Client marketing efforts, service quality, and market conditions

Limitation of Liability

- Provider's total liability is limited to fees paid in the current month
- Provider not liable for indirect, incidental, consequential, or punitive damages
- Provider not liable for lost business, revenue, or opportunities

Third-Party Platform Liability

- Provider not responsible for third-party service outages, data loss, security breaches, or policy changes
- Provider not liable for performance issues with integrated platforms
- Client holds Provider harmless for issues beyond Provider's reasonable control

Data Loss

- Backups maintained as protective measure; recovery not guaranteed
 - Provider not liable for data loss beyond standard technical measures
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16. CONFIDENTIALITY & PRIVACY

Provider Obligations

- Provider keeps all Client business information confidential
- Provider will not share Client information with third parties without consent
- Exceptions: legal requirements or court orders

Portfolio & Case Study Usage

- Provider may reference Client as portfolio example or case study with Client permission
- Client may request "no portfolio use" in writing

Confidentiality Duration

- Confidentiality obligations survive contract termination indefinitely
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17. DISPUTE RESOLUTION & GOVERNING LAW

Governing Law

- This agreement is governed by the laws of the State of Idaho

Dispute Resolution

1. Parties will attempt to resolve disputes through good-faith negotiation within 14 days
 2. If negotiation fails, parties may pursue mediation
 3. If mediation unsuccessful, disputes may proceed to arbitration or court
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18. TERMS & CONDITIONS

Entire Agreement

- This agreement constitutes the entire agreement between parties
- Any modifications must be made in writing and signed by both parties

Severability

- If any provision is unenforceable, remaining provisions remain valid

Assignment

- Client may not assign this agreement without Provider's written consent

Force Majeure

- Neither party liable for non-performance due to events beyond reasonable control (natural disasters, pandemics, third-party service failures, etc.)
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19. ACKNOWLEDGMENT & SIGNATURES

Client Acknowledgment

By signing below, Client acknowledges and agrees that:

- They have read and understand all terms and conditions
 - They authorize Provider to begin website design and development
 - They agree to the selected package, pricing, and all associated fees
 - They understand minimum commitment and cancellation terms
 - They acknowledge third-party platforms are used and subject to their own terms
 - They accept all disclaimers regarding results and liability
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CLIENT AUTHORIZATION

Item	Information
Client Name (Print)	
Business Name	
Email Address	
Phone Number	

Selected Package	☐ STARTER ☐ SUMMIT ☐ PEAK
Add-On (if applicable)	☐ MEDIA (Single) ☐ MEDIA (Twice Yearly) ☐ None
Authorized Signatory Name	_____
Authorized Signatory Signature	_____
Date Signed	_____

PROVIDER AUTHORIZATION

Item	Information
Provider Name	Cedar and Summit Media, LLC
Provider Representative	Alen Welch
Provider Signature	_____
Date Signed	_____

APPENDIX A: PACKAGE COMPARISON

Feature	STARTER	SUMMIT	PEAK
Upfront Fee	\$1,499	\$2,999	\$4,999
Monthly Retainer	\$299	\$499	\$999
Website Pages	2 template	5 custom	10 custom
Revision Rounds	1	3	Unlimited
Blog Posts/Month	1	2	4
Monthly Edit Hours	2	4	8
Calendar Booking	Yes	Yes + Automation	Yes + Automation + CRM
SEO Testing	Biannual	Quarterly	Monthly
Analytics Reports	Quarterly	Monthly	Weekly
Strategy Calls	None	Quarterly	Monthly

Google Ad Credit	\$300	\$500	\$1,000
Minimum Commitment	3 months	3 months	3 months

END OF SERVICE AGREEMENT

Cedar and Summit Media, LLC
Boise, ID

info@cedarandsummitmedia.com

(208) 271-9040