

12101 N. MacArthur Blvd. Box 408
Oklahoma City, OK 73162
Phone: (405) 755-6690
Fax: (405) 415-0676



CMS Contract

for

Accident & Injury Chiropractic OKC

Presented On
September 5, 2024

Scope of Work

Foundation

All the elements described here are Foundational to your website. This is all the basic functionality required to own and operate a Content Management System (CMS).

Base CMS

\$4,000

This is the foundational code required to run your CMS

Responsive Design

Included

This adds the necessary functionality to your CMS so that it looks good and operates well on a mobile device like a smart phone or tablet.

It is a requirement if you have any 'mobile' audience. IF all the visitors to your website ONLY come from a desktop computer, then you would not have this item as a requirement.

Blog

Included

The Blog is the foundation for good SEO (Search Engine Optimization) of your website. Here you do the story-telling about the various problems and issues that you have solved for your clients. This helps create the sense of 'expertise' that the Search Engines are looking for today.

In addition, you can (and should) use this section for longer form, marketing blogs. The staff here at The Worx are happy to help with the construction of these blogs as part of our monthly Marketing Services.

Events

Included

This is a calendar and would work well to highlight upcoming events. This could include events like Trade Shows, Seminars, Tastings, etc...

This module not only provides the standard calendar visuals for Year, Month, Week, & Day, it also provides a (block) listing of the next X upcoming events. Once an event has occurred, it is automatically removed from the list of upcoming events. However, it stays in the history of events forever and can be seen using the standard visual interface for a calendar.

Gallery

Included

The Gallery is a hierarchical storage subsystem used to manage nested galleries of Images and Videos. Each of which may also be tagged with multiple categories for additional management.

FAQ

Included

This feature allows for management of your Frequently Asked Questions. It includes tagging so that you can group your FAQ entries into various categories.

Common Tagging

Included

Our foundational content types include Blog, Gallery, Event (calendar), FAQ, & Staff. We have a tagging system that is common throughout the site. So you can tag a blog with 0 or more tags. For each tag that you create, we automatically build a Landing Page for that tag. This landing page includes the tag in the URL (good for SEO) and provides a general layout for a teaser of the 5 most recent blogs with this tag. In addition, if there are any events with this tag, there is a filtered calendar shown on the Landing Page. The same is true for any Gallery, Staff, and/or FAQ elements with this tag.

Contact Form

Included

Our contact form is included with every website. This includes up to 10 fields. We will customize the form to your specific needs.

During our initial onboarding, we will get the email addresses that all contact form submissions should be sent to.

Staff

Included

This is a listings page of various staff. This can be used for any grouping of 'people' that you would like.

The tagging system works here as well and can be used to manage specialties or areas of expertise.

Testimonials

Included

This is a listings page of testimonials. This can be used for any grouping of 'types' that you would like.

The tagging system works here as well and can be used to manage specialties or areas of expertise.

Custom Forms (\$25/Field with minimum \$250/form)

Custom Form

\$25 × 10 \$250

Marketing Features

Social Notify (Auto posting to Facebook, LinkedIn, & Twitter)

Included

SEO Feature Set

Included

- Keyword Optimized Meta Title
- Keyword Optimized Meta Description
- Heading Tags (H1, H2, H3, etc.)

- Keyword Optimized Body Content
- Internal Site Links
- Keyword Optimized Image Alt Tags

Site Search \$250

E-Book Feature \$500

Feeder (RSS) \$500

Training for Content Input & Management at Worx Corporate Offices -- 1 Hour Included

Monthly Recurring Costs

Hosting Included

Monthly CMS with Point release maintenance (4 year agreement) \$200/Month

This includes a Graphic Redesign every 2 years.

Financing Options

This is simple interest approximated at 20%

Be sure to pick ONLY one choice from the options below.

1 Year Financing \$400/Month

This is calculated as \$100 / month for each \$1000 of the final price.

So, for \$4000, this would be \$400/mo

2 Year Financing \$234/Month

This is calculated as \$58.50 / month for each \$1000 of the final price.

So, for \$4000, this would be \$234.00/mo

4 Year Financing \$150/Month

This is calculated as \$37.50 / month for each \$1000 of the final price.

So, for \$4000, this would be \$150.00/mo

One Time

Subtotal	\$4,000.00
Discount Percentage	100%
Discount Amount	- \$4,000.00
Total(s)	\$0.00

Recurring Monthly

Total(s) \$350.00

The Worx Company will guarantee this proposal for the next 30 days.

The Client agrees to provide a single point of contact for the management of the project. The Client may elect to provide a separate point of contact for billing issues. A change in the Project Contact during the building of the site, will incur a \$150.00 fee.

TERMS OF AGREEMENT

1. **Agreement.** "Accident & Injury Chiropractic OKC" (hereinafter "Client") hereby engages The Worx Company (hereinafter "Company") as an independent contractor to provide the services as set forth herein.
2. **Duration.** The duration of this agreement is 48 months (the "Initial Term"), beginning no later than 60 days after this document is signed and continuing on a month-to-month basis following the end of the Initial Term.
3. **Payment.** Company shall commence providing services upon receipt of payment of the "Total:" fee quoted above on the "Costs Summary" page. Client agrees to reimburse Company for any reasonable attorneys' fees and costs it may incur in collecting any unpaid charges.
4. **Source Code.** All source code provided by Company to run this website is owned by the copyright owner and licensed for use by Client using the GNU General Public License, version 2 or later (<https://www.gnu.org/licenses/gpl-2.0.html> or <https://www.gnu.org/licenses/gpl-3.0.html>) unless otherwise stated. This includes, but is not limited to any PHP, Javascript, CSS, HTML, or any other programming languages used in the creation and operation of a Drupal (<http://www.drupal.org>) website. Any questions regarding the licensing for the Source Code that runs your website should be referred to: (<https://www.drupal.org/licensing/faq>)
5. **Work for Hire.** Company and Client agree that all non Source Code work performed by Company is work for hire. However, Company and Client agree that, until final payment is received from Client, the copyright to all non Source Code materials created or modified, in whole or in part, by Company shall be owned entirely by Company, its authorized licensees and assigns. Upon the date of payment by Client the website content, all ideas and all non Source Code materials created or modified, in whole or in part, by Company for Client shall be owned entirely by Client, its authorized licensees and assigns.
6. **Hourly Rate.** Our hourly rate for the duration of this agreement is \$125.00/hr with a 1/2 hour minimum charge for any work done. This would include, but is not limited to, a) Additional hours for Graphics Design of the website, b) Content Migration, c) Copywriting and Copyediting, d) Content Creation, etc.
7. **Photography and Printing.** Stock Photography and Printing costs are not included within the scope of this proposal and will be invoiced separately and in addition to the fees listed above. Copywriting and Copyediting will be invoiced at an hourly rate separately and in addition to the fees listed above.
8. **Graphic Design Components.** Client agrees to provide Company with any necessary graphic design components as outlined below.
 - Textual content typed in Word, Pages, Open Office Writer, or LibreOffice, WordPad, or Notepad
 - Images in digital format
 - Logo (unless logo shall be designed by Company) in digital format

Company assumes no liability for incomplete design or untimely completion of design if Client fails to timely submit the above-mentioned design components.

9. **Content Migration.** Client agrees to assume all responsibility for Content entry into the new website. Company may enter some of the content provided as part of the testing and training process, but at no time does Company assume the responsibility of entering ALL of the content for this website. If Client wants Company to assist or manage either part or all of the migration process, Company will bill Client at the Labor Fee defined above.
10. **Copyrights and Trademarks.** Client represents to Company and unconditionally warrants and guarantees that any elements of text, graphics, photos, designs, trademarks, logos or other artwork furnished to Company for inclusion in the graphic design are either owned by Client or that Client has permission from the rightful owner and/or model to use each of these elements and has obtained an appropriate written release or license. Client shall hold harmless, protect, and defend Company, its licensees and assigns, from any claim or suit, inclusive of reasonable attorneys' fees, arising from the use of any elements furnished by Client.

11. **Republication.** Client grants Company, its authorized licensees and assigns, the unlimited right to use and republish, in whole or in part, copies of any and all designs created by Company for Client for promotional, media and marketing purposes.
12. **Cross Links.** Client and Company agree to provide each other back-links for the purpose of SEO promotion as follows: Client agrees to place in the footer of the home page of the website a link of "Designed by The Worx Company" and a link of "Hosted by Hosts of America". Company will provide a link to the Client website in its portfolio page and/or its Client listing page.
13. **Non-Solicitation.** During the term of this Agreement and for two (2) years thereafter, Client agrees not to hire, solicit nor attempt to hire or solicit the services of any employee, contractor or sub-contractor of Company. Client acknowledges that violation of this provision would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief to which Company may be entitled, and notwithstanding any other provision of this Agreement, Client agrees that temporary and permanent injunctive relief shall be available without necessity of posting a bond to prevent any actual or threatened violation of such provision.
14. **Disclaimer of Warranties.** COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liabilities.** Neither party is liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental or consequential damages (including lost savings or profit, lost data or business interruption) even if notified in advance of such possibility. Company's liability under this agreement is limited to the amount paid by Client for services provided hereunder during the last month preceding the event giving rise to any claim by Client.
16. **Non-Liability/Acts of God.** Neither Client nor Company shall be subject to any liability whatsoever for any failure of such party hereunder due to acts of war (whether or not declared), terrorism, strikes, civil disturbances, prolonged disruption of telecommunications, transportation, utilities or necessary supplies. governmental action, computer viruses, software or services not controlled by Company, accidents, fires, acts of God, weather, or any other circumstances not within the control of the Company.
17. **Sole Agreement.** No term or condition other than those set forth in this Agreement shall be binding to the parties, unless in writing signed by all parties. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. In the event that any one or more provisions herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.
18. **Termination.** Either party may terminate this Agreement, in whole or in part, without cause, upon 30 days notice to the other party. Notice of termination must be in writing and delivered by the US Postal Service and shall become effective 30 days after receipt of said notice. If the termination is by the Client, please refer to the Termination Schedule to calculate any refunds. the obligation by Client to pay any additional costs shall survive any termination of this Agreement.
19. **Termination Schedule.**
 - * full refund if terminated within 3 calendar days of the signature date of the contract. This is only available if no meetings are scheduled and executed before this 3 calendar day period.
 - * partial refund if terminated after the above the previous bullet as follows:
 - There is a \$1000 cancelation fee after 3 calendar days if terminated by Client.
 - There is a \$250 fee for each meeting missed or canceled by Client with less than 48 hours notice.
 - In addition, all hours worked on the project prior to the termination by Client will be billed at our non-discounted rate of \$175.00/hr. Our discount is only offered on completed contracts.
 - 100% of all remaining maintenance charges are due upon termination if terminated by Client.
20. **Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect. Additionally, all provisions of this Agreement will survive the expiration or termination of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein.
21. **Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma, without giving effect to principles of conflicts of law.

For adequate consideration which is hereby acknowledged, the parties hereto agree to be legally bound by the Terms of Agreement as set forth herein.

Both parties agree to the terms and conditions outlined above.

<p>COMPANY</p> <p><i>Sue Verdine</i></p> <hr/> <p>Signature</p> <p><i>CEO</i></p> <hr/> <p>Title</p> <p><i>10/10/24</i></p> <hr/> <p>Date</p>	<p>CLIENT/CUSTOMER</p> <p><i>[Signature]</i></p> <hr/> <p>Signature</p> <p><i>owner</i></p> <hr/> <p>Title</p> <p><i>10-10-24</i></p> <hr/> <p>Date</p>
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