

WEB BY DESIGN
1117 Sunview Court
Virginia Beach, VA 23454
757-286-5527
FAX 757-426-0807
becca@webbydesign.net

WEB SITE MAINTENANCE CONTRACT

CONTACT INFORMATION:

Contact Name: _____

Phone: _____ Fax: _____

Company/Client: _____

Address: _____

E-mail address: _____

WEBSITE INFORMATION:

Present WWW URL: _____

TERMS OF AGREEMENT

1. Definition of Terms

Web By Design: Web By Design, located at 1117 Sunview Court, Virginia Beach, VA 23454

CLIENT: _____

ISP: _____

CONTRACT: This agreement and its attachment(s) as listed below.

ATTACHMENT(s): "Website Maintenance Options" and "Payment Schedule"

2. Authorization

The above named CLIENT is engaging Web By Design, as an independent contractor for the specific project of maintaining and/or improving a World Wide website to be installed on the CLIENT's web space located on an ISP's server. The CLIENT hereby authorizes WEB BY DESIGN to access this ISP account, and authorizes the ISP to provide WEB BY DESIGN with any necessary "write permission" for the CLIENT's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The CLIENT also authorizes WEB BY DESIGN to publicize their completed website to Web search engines, as well as other Web directories and indexes.

3. Warranties

WEB BY DESIGN represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this CONTRACT; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this CONTRACT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, CLIENT will not determine or exercise control as to general procedures or formats necessary to have these services meet CLIENT's satisfaction.

The CLIENT represents and warrants to WEB BY DESIGN that it will provide CLIENT Materials as required in a professional, competent and timely manner; that it has the power to enter into this Agreement on behalf of CLIENT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Standard Website Products and Website Hosting Services

The standard **website maintenance** as defined through WEB BY DESIGN is as follows:

- E-mail/phone consultation. (Initial planning/development consultation is free)
- Text. Final text shall be supplied by the CLIENT (200 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.)
- Links. Up to an average of 2.5 external links per page, and an e-mail response link on each web page to any e-mail address the CLIENT designates.
- Custom Graphics. Company logo or other top-of-page graphic, bullets, lines, colored or textured background as well as two photos or graphics per page is included.
Beyond the two photos or graphics per page, an extra charge will apply for scanning services, photography, and graphic design and modification.
- Installation of Web pages on the CLIENT's ISP's host computer.
- A maximum of two revisions will be included to the draft project at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate of \$65.00.
- Minor updates and changes to existing Web pages for 2 weeks from completion of update project (includes up to a half-hour per page total, subject to the limits outlined below).
- At the end of this maintenance contract, WEB BY DESIGN will provide an archival CD with all the files on the site as they are at the end of this contract. There is no charge for this service. WEB BY DESIGN will also keep a CD of the site for archival purposes.

5. Maintenance.

This CONTRACT is specifically a maintenance contract. This contract does not cover additional design work. If the CLIENT or an agent other than WEB BY DESIGN attempts to update the CLIENT's pages during this time, time to repair the Web pages will be assessed at the hourly rate of \$65.00, and is not included as part of the modification time.

6. Payment.

All services agreed to in this CONTRACT, shall be sold for the price specified at the end of this document. Payment shall be by cash, check, money order, or PayPal payments in US dollars, and made payable to "Web By Design". If via PayPal, please use sales@webbydesign.net.

7. Payment Terms.

Unless otherwise stated in the "Payment" document attached to this agreement, the following standard terms apply. Maintenance contracts are paid in full in advance for the time period given. Time that is not used during the time period is forfeit. WEB BY DESIGN will issue quarterly statements detailing how much time is left on a maintenance contract via email.

8. Completion Date.

WEB BY DESIGN and the CLIENT must work together to complete the website in a timely manner. Much of this depends on receiving the appropriate images and text from the CLIENT. We agree to work expeditiously to complete the website in a professional and timely fashion. WEB BY DESIGN will make all efforts to make changes within a one week period from receipt of the new text/graphics. If WEB BY DESIGN will be unavailable for a period of more than three days consecutively, the CLIENT will be notified in advance. If there is a real web emergency, please call my cell phone and I will provide a subcontractor for whose work I will accept responsibility.

9. Assignment of Project.

WEB BY DESIGN reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. WEB BY DESIGN will be responsible for the final results of the project and will be the sole point of contact between the client and the sub-contractor.

10. Additional Expenses.

Client agrees to reimburse WEB BY DESIGN for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, domain renewal, hosting renewal, etc.

11. Additional Services.

Any revisions, additions or redesign CLIENT wishes WEB BY DESIGN to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

12. Copyrights and Trademarks.

The CLIENT represents to WEB BY DESIGN and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WEB BY DESIGN for inclusion in Web pages are owned by the CLIENT, or that the CLIENT has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WEB BY DESIGN and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT.

13. Limited Liability.

CLIENT hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.

CLIENT hereby agrees to indemnify and hold harmless WEB BY DESIGN from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless WEB BY DESIGN in any claim resulting from the submission of illegal materials. Under no circumstances, including negligence, shall WEB BY DESIGN, its offices, agents or anyone else involved in creating, producing or distributing it's services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use WEB BY DESIGN's services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to WEB BY DESIGN's records, programs or services. Client maintains sole responsibility for data backups and restoration. CLIENT hereby acknowledges that this paragraph shall apply to all content on WEB BY DESIGN's services. Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses and causes of actions whether in CONTRACT, tort including negligence or otherwise, shall not exceed the aggregate dollar

amount which Client paid during the term of this CONTRACT and any reasonable attorney's fee and court costs.

14. Indemnification.

CLIENT agrees that it shall defend, indemnify, save and hold WEB BY DESIGN harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against WEB BY DESIGN, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by CLIENT, its agents, employee or assigns. CLIENT agrees to defend, indemnify and hold harmless WEB BY DESIGN against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with WEB BY DESIGN's service, any material supplied by CLIENT infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold in the Web Design.

15. Laws Affecting Electronic Commerce.

The CLIENT agrees that the CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend WEB BY DESIGN and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

16. Copyright to Web Pages.

Copyright to the finished assembled work of Web pages produced by WEB BY DESIGN is owned by WEB BY DESIGN. Upon final payment of this CONTRACT, the CLIENT is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. CLIENT is not authorized to reassign those rights. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the CLIENT, and remain the property of their respective owners. WEB BY DESIGN and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

17. Authorship Credit.

Client may select that WEB BY DESIGN includes a byline and link on the bottom of their Web Page establishing authorship credit. This byline is upon agreement by both CLIENT and WEB BY DESIGN and must be removed at any time upon written request by WEB BY DESIGN.

18. Non-Disclosure.

WEB BY DESIGN, its employees and subcontractors agree that, except as directed by CLIENT, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

19. Cancellation.

In the event that work is postponed or cancelled at the request of the Client by registered letter, WEB BY DESIGN shall have the right to bill pro rata at the rate of \$65.00/hour for work completed through the date of that request, while reserving all rights under this CONTRACT. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work. In the event of cancellation, the Client shall also pay any expenses incurred by WEB BY DESIGN and WEB BY DESIGN shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

20. Refund Policy.

If the CLIENT applies by a registered letter for a refund within 15 days of signing this CONTRACT, work already completed shall be billed at the hourly rate of \$65.00 and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, the

CLIENT shall be liable to pay for all work completed at the hourly rate of \$65.00. All refunds will be made in the same manner as payment and will be subject to a 10% handling charge.

21. Arbitration.

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of WEB BY DESIGN.

22. Payment of Fees.

In order for WEB BY DESIGN to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15.00 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. WEB BY DESIGN reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This CONTRACT becomes effective only when signed by WEB BY DESIGN. Regardless of the place of signing of this CONTRACT, the CLIENT agrees that for purposes of venue, this CONTRACT was entered into in Virginia Beach, VA, and any dispute will be litigated or arbitrated in Virginia Beach, VA. Please pay on time.

23. Entire Understanding.

This CONTRACT constitutes the sole agreement between WEB BY DESIGN and the CLIENT regarding its Web Design Service. It becomes effective only when signed by both parties. This CONTRACT shall be governed and construed in accordance with the laws of the State of Virginia. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this CONTRACT on behalf of his or her organization or business.

On behalf of the CLIENT:

_____ Date _____

On behalf of, and as member of, WEB BY DESIGN:

_____ Date _____

2007 WEBSITE MAINTENANCE OPTIONS

- ♦ One hour option – This option offers the client one hour of maintenance, billed in quarter hour increments. This option is especially attractive to a client whose site is basically complete the way it is, but wants to have the option to make seasonal changes or offer quarterly specials.
- ♦ Two hour option – This option offers the client two hours of maintenance, billed in quarter hour increments. This option is best suited for clients who expect to have seasonal changes and possibly one new page (in the same style as the current site) added during the year.
- ♦ Three hour option – This option offers the client three hours of maintenance, billed in quarter hour increments. This option is best suited for clients who expect to have 6 updates or more per year, or who intend to add two new pages (in the same style as the current site) added during the year.
- ♦ Four hour option - This option offers the client four hours of maintenance, billed in quarter hour increments. This best suits clients whose sites are growing and need to add 3-4 pages same style pages to their site.

One Hour Option:	\$55.00 (a \$65 value)
Two Hour Option:	\$105.00 (a \$130 value)
Three Hour Option:	\$130.00 (a \$195.00 value)
Four Hour Option:	\$150.00 (a \$260.00 value)

Larger discounts are available for additional hours. Please contact me for special pricing.

PAYMENT SCHEDULE

COSTS:

Please check box for package you wish to purchase.

Payment Schedule		
1	\$ 55.00	One Hour Option
2	\$105.00	Two Hour Option
3	\$130.00	Three Hour Option
4	\$ 150.00	Four Hour Option

For method of payment, please complete the following:

- Please Invoice me via email and I'll send a check or Money Order.
- Please Invoice me via PayPal.

signature

date