

This Web site Design and Hosting Agreement is made and entered into as of this _____ day of _____, _____ (Effective Date) by and between Your-Web-Guys, having a principal place of business located at 2695 Villa Creek Drive, Suite B145, Dallas, TX 75234 (hereinafter referred to as “COMPANY”), and the person that owns or is the authorized representative for the organization listed below (hereinafter referred to as “CLIENT”).

CLIENT - Corporation/Non-Profit/Other Organization	
Organization Name: _____	
Contact Name: _____	Contact Phone: (_____) _____
Contact Email: _____	Alternate Phone: (_____) _____
Address: _____	City: _____ State: _____ Zip: _____

CLIENT - Partnership or Sole Proprietorship:	
Owner’s Name: _____	
Owner’s Address: _____	
Contact Name: _____	City: _____ State: _____ Zip: _____
Contact Email: _____	Owner’s Phone: (_____) _____
Contact Phone: _____	Alternate Phone: (_____) _____
Address: _____	City: _____ State: _____ Zip: _____

Current Website Information:	
Current Registrar: _____	Current Domain (if any): _____
Current Host: _____	New Domain (if needed): _____

CLIENT is retaining COMPANY, who is engaged in the business of website development and design as an independent contractor or for the specific purpose of developing and/or improving its World Wide website to be installed and hosted on the Company’s web server until end of term outlined in Paragraph 3 below

1. **Standard Website Product:** The standard website development as defined through COMPANY is as follows:

- Up to 2 hours total general Internet orientation, education, marketing strategy, and Web design consultation. Telephone long distance charges are in addition to rates quoted. Additional education and consultation is at our hourly rate of \$200.00.
 - Text. Final text shall be supplied by the CLIENT
 - Photography. Any and all photography (within reason as defined solely by the discretion of COMPANY) will be provided at no charge by the COMPANY. Additional photographs and images may be provided by the CLIENT
 - Custom Graphics. Company logo or other top-of-page graphic
 - Installation of Web pages on the COMPANY’S server.

Design/Development of website theme based on initial layout chosen by CLIENT with assistance from COMPANY from COMPANY’s layout database.
2. **Website Hosting Services:** The standard website hosting as defined through COMPANY is as follows:

- As a hosting service provider, COMPANY provides space on a server computer that is integrated into the Internet. This server computer will send and receive information as related to the World Wide Web.
 - Redesign of the website is provided at the end of each term of this agreement. COMPANY agrees that they will design, develop, customize and install a new theme based on another layout chosen by CLIENT with assistance from COMPANY from the layout database. If needed a development site will be created so that a proofing stage can be completed without disruption to the live site
3. **Term of Agreement.** This Agreement shall become effective upon the Effective Date and shall continue for twenty-four (24) months. This Agreement shall thereafter renew for successive twenty-four (24) month terms unless terminated by both parties and execute the terms set forth in Paragraph 21 of this agreement
4. **Fees & Payment.** All services agreed to in this Agreement, shall be sold for the price specified on the attached initial invoice. Payment shall be by credit card, or debit card, in US dollars, and will be automatically processed by COMPANY on the same day of each month during the term of this agreement. COMPANY reserves the right to increase the monthly fee during the term of this Agreement no more than once annually and by no greater amount than increases in the Consumer Price Index or 5% (whichever is less) of the then existing fee with at least 30 days prior notice to CLIENT. Payment of invoices are due upon receipt. If payment is not received within 10 days of the due date, the payment will be late, and the CLIENT will be charged a \$25.00 late fee. COMPANY reserves the right to remove web pages from viewing on the internet until all delinquent payments are made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. Regardless of the place of signing of this Agreement, the CLIENT agrees that for purposes of venue, this Agreement was entered into in Dallas County, Texas, and any dispute will be litigated or arbitrated in Dallas County, Texas.
5. **Payment Terms.** Unless otherwise stated in the initial invoice, the following standard terms apply. The total amount of the initial invoice is required to commence work. The site will then be put online on a draft directory of the COMPANY for the CLIENT’s viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the CLIENT. The monthly fees will continue weather the site is published or still in production.

CLIENT ACKNOWLEDGES THAT THEY HAVE RECEIVED A COPY OF THIS Agreement AND HAVE READ AND UNDERSTOOD ALL TERMS AND CONDITIONS INCLUDING THOSE CONTAINED ON THE REVERSE SIDE INCORPORATED BY REFERENCE HEREIN	
Accepted and Copy Received by:	Accepted by Company:
<div></div>	<div></div>
Client Name <i>(please print)</i>	Authorized Signature
<div></div>	THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY
Signature	Date

6. **Warranties:** COMPANY represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement 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 COMPANY that it will provide materials as required in a professional, competent and timely manner; that it has the power to enter into this Agreement on behalf of any other interested parties; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws

7. **Additional Fees.** COMPANY will execute this website design as specified by the CLIENT requirements as terms of this Agreement to and incorporated in this Agreement, unless specified otherwise in the initial invoice. In case the CLIENT desires additional standard Web pages beyond the original number of pages specified in the initial invoice, the CLIENT agrees to pay COMPANY an additional \$50.00 for each additional Web page. Where custom graphic work (beyond the scope of the "Custom Graphics" detailed above) is requested, it will be billed at the hourly rate of \$200.00.

8. **Maintenance.** COMPANY will maintain website as part of this agreement for the duration of the term. This includes standard updates as requested by CLIENT, regular maintenance on server, backup and restoral (if needed) of all data, and regular updates to software/scripting as needed. CLIENT will never be charged for maintenance unless CLIENT requests more than that which requires over one (1) hour of work per month cumulatively. Bandwidth and storage space overages on the COMPANY's server will not be charged to CLIENT unless usage is deemed to be outside of reasonable (as defined solely by COMPANY).

9. **Authorization:** The CLIENT hereby authorizes COMPANY access to CURRENT REGISTRAR, and authorizes the CURRENT HOST to provide COMPANY 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 to transfer current website onto COMPANY's server while the new website is being developed. The CLIENT also authorizes COMPANY to publicize completed website to Web search engines, as well as other Web directories and indexes as COMPANY deems fit.

10. **Completion Date.** COMPANY 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. COMPANY agrees to work expeditiously to complete the website in a professional and timely fashion. Normal completion of a website occurs four (4) to six (6) weeks after all appropriate images and text are received from the CLIENT

11. **Assignment of Project.** COMPANY reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on time completion. COMPANY will be responsible for the final results of the project.

12. **Additional Expenses.** Client agrees to reimburse COMPANY for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

13. **Additional Services.** Any revisions, additions or redesign CLIENT wishes COMPANY to perform not specified in this document shall be considered "additional" and will require additional payment.

14. **Copyrights and Trademarks.** The CLIENT represents to COMPANY and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to COMPANY 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 COMPANY and its subcontractors from any claim or suit arising from the use of such elements furnished by the 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. **Indemnification.** CLIENT agrees that it shall defend, indemnify, save and hold COMPANY harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against COMPANY, 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 COMPANY against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with COMPANY's service, any material supplied by CLIENT

16. **Copyright to Web Pages.** Copyright to the finished assembled work of Web pages produced by COMPANY is owned by CLIENT upon completion of the term of this agreement as indicated in Paragraph 3 COMPANY 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 agrees to allow COMPANY to include a byline and link on the bottom of their Web Page establishing authorship credit. This byline is upon agreement by both CLIENT and COMPANY and must be removed at any time upon written request by COMPANY.

18. **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 COMPANY from any claim resulting from CLIENT's publication of material or use of those materials. CLIENT hereby agrees to indemnify and hold harmless COMPANY in any claim resulting from the submission of illegal materials.

CLIENT hereby waives any and all claims which it may have against COMPANY, for any loss, damage, claim or expense arising out of or in relation to the registration of Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of this Agreement

Under no circumstances, including negligence, shall COMPANY, its offices, agents or anyone else involved in creating, producing or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use COMPANY'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 COMPANY'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 COMPANY's services.

Notwithstanding the above, CLIENT's exclusive remedies for all damages, losses and causes of actions whether in Agreement, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

19. **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 COMPANY and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT's use of Internet electronic commerce.

20. **Non-Disclosure.** COMPANY, its employees and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever.

21. **Cancellation of Agreement.** This Agreement may not be cancelled by the CLIENT until the full term has passed or the Agreement has been paid in full (defined as term months times monthly fee). This Agreement will automatically renew at the end of any term for a further 24 months from the end date if notice is not given 30 days prior. Once renewed, the same terms apply except as to the Service Fees if any. The CLIENT shall assume responsibility for all collection of legal fees necessitated by default in payment.

22. **Refund Policy.** If the CLIENT applies by a registered letter for a refund within 15 days of signing this Agreement, work already completed shall be billed at the hourly rate of \$50.00 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 \$50.00.

23. **Arbitration.** Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement 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 COMPANY.

24. **Entire Understanding.** This Agreement constitutes the sole agreement between COMPANY and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. 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 there

Credit Authorization. CLIENT understands that they are providing 'written instructions' to COMPANY under the Fair Credit Reporting Act, authorizing COMPANY to obtain information from their personal credit profile or other information from TransUnion and/or Equifax. CLIENT authorizes COMPANY to obtain such information solely to conduct a pre-qualification for credit.

Signature

Date