

1. This Web site design and hosting agreement is made this _____ day of _____ By and between Your-Web-Guys (the "company"), and the person that owns or is the authorized representative for the business or organization (the "client") listed below.

Client - Corporation/Non-Profit/Other Organization:	
Organization Name: _____	
Contact Name: _____	Contact Phone: _____
Contact Email: _____	Fax: _____
Address City, State, Zip: _____	
Client - Partnership or Sole Proprietorship:	
Owner's Name: _____	Owners Home Address: _____
Contact Name: _____	_____
Contact Email: _____	Owners Home Phone: _____
Contact Phone: _____	Fax: _____
Address City, State, Zip: _____	
Current Website Information:	New Domain Name Choices (in order):
Current Domain (if any): _____	_____
Current Host: _____	_____
Current Registrar: _____	_____

CLIENT is engaging COMPANY, as an independent contractor or for the specific project of developing and/or improving a World Wide website to be installed and hosted on the Company's web server until end of term outlined in chapter Three (3)

2. Standard Website Products and Website Hosting Services

The standard website development as defined through COMPANY is as follows:

- E-mail/phone consultation. (Initial planning/development consultation is free)
- Up to two (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 \$50.00.
- 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.
- A maximum of two (2) major revisions will be included to the draft website at no extra cost to create the look and feel that is desired. Further major revisions will be billed at the normal hourly rate of \$50.00.
- Minor updates and changes to existing web pages for the remainder of the term of this agreement (includes up to an hour total per month, subject to the limits outlined below).
- Search Engine Optimization (SEO). COMPANY will optimize all pages of website for search engine placement according to the current standards in the industry. However at no time does COMPANY promise or imply that we guarantee CLIENT's website a certain rating in the search engines.
- In addition to the above other services may be provided, depending upon the package listed on the initial invoice attached to this agreement

The standard website hosting as defined through COMPANY is as follows:

- As a hosting service provider, COMPANY provides space on a dedicated server computer that is integrated into the Internet. This server computer will send and receive information as related to the World Wide Web.
- Domain name search and advice. If a domain name is needed for the website, COMPANY will suggest appropriate names and do a search to ascertain the availability of those names. The determination of a domain name's availability through any domain name registration group, does not guarantee it will be still available at the time of registration.
- Domain name registration or transfer. If needed, COMPANY will complete the necessary forms to register or transfer a domain name as selected by the CLIENT. Although COMPANY will submit forms to register a requested domain name in a timely fashion, COMPANY does not guarantee the availability of any domain name.
- The sending of spam, or Unsolicited Bulk Email (UBE) is not permitted on accounts hosted by COMPANY.
- Website hosting includes features and restrictions as found on electronic media at <https://www.your-web-guys.com/acceptable-use-policy> which may be updated from time to time without prior notice to CLIENT.

3. **Service Fees & Term of Agreement.** The monthly hosting/maintenance fee indicated on the attached INITIAL INVOICE is due on or before the 5th day of each month during the term of this agreement. This agreement shall continue indefinitely until both parties agree otherwise and execute the terms set forth in chapter 20 of this agreement. COMPANY reserves the right to increase the monthly maintenance 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 maintenance fee with at least 30 days prior notice to CUSTOMER. 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. COMPANY reserves the right to remove Web pages from viewing on the Internet until delinquent payment is made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This AGREEMENT becomes effective only when signed by COMPANY. Regardless of the place of signing of this AGREEMENT, the CLIENT agrees that for purposes of venue, this AGREEMENT was entered into in Ellis County, Texas, and any dispute will be litigated or arbitrated there.

4. **Payment.** All services agreed to in this AGREEMENT, shall be sold for the price specified on the attached INITIAL INVOICE. Payment shall be by cash, check, credit card, debit card, or money order, in US dollars, and made payable to "Your-Web-Guys".

5. **Payment Terms.** Unless otherwise stated in the INITIAL INVOICE attached to this agreement, 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 hosting timeframe begins when the CLIENT is satisfied with the website and it is moved to the main directory for public consumption. CUSTOMER will acknowledge completion of this initial phase by signing the certificate of completion on the reverse of this agreement.

CUSTOMER 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:	
Customer Name <i>(please print)</i>	
Signature	Date

Accepted by Company:
Authorized Signature
THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER (I) APPROVED IN WRITING BY AN OFFICER OF COMPANY OR (II) WEBSITE IS COMPLETE AND ONLINE

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 CLIENT 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. 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 ATTACHMENTS. In case the CLIENT desires additional standard Web pages beyond the original number of pages specified in the ATTACHMENT, 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 \$50.00.

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 restore (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.

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 infringing on the proprietary rights of a third party, copyright infringement, and any defective product which CLIENT has sold in the Web Design.

16. Copyright to Web Pages. Copyright to the finished assembled work of Web pages produced by COMPANY is owned by CLIENT upon final payment of INITIAL INVOICE. COMPANY and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. **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.

17. 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 it's 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.

18. 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.

19. 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.

20. Cancellation. In the event that work and/or maintenance is postponed or canceled at the request of the Client by registered letter, COMPANY shall have the right to bill pro rata for work or maintenance completed through the date of that request, while reserving all rights under this AGREEMENT. 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 COMPANY and COMPANY shall own all rights to the Work until payment is made in full. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

21. 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.

22. 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.

23. 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 therein

Certificate of Completion: By signing below, CUSTOMER acknowledges and agrees that website is complete and the initial work as itemized in the INITIAL INVOICE has met with their approval. CUSTOMER also agrees that monthly billing as described in chapter 3 of this AGREEMENT shall commence on the fifth (5th) of the month following the date listed below.

Customer Name (please print)

Signature

Date