

Web Site Maintenance Agreement

WinPages Website Design
1381 E. St. Andrews Dr.
Shelton, WA 98075

Website: WinPages.com
Phone: (360) 426-8483
Email: rick@winpages.com

Please read and sign each page of this agreement and return with your check of \$60 using the enclosed return envelope.

This agreement is between _____ (Client) and **Richard J. Hammond** doing business as **WinPages Website Design** (Provider)

Client Contact Information

Name _____

Email _____

Phone _____

Mailing Address _____

City, State, Postal Code _____

1 Services Provided

'Client' is contracting WinPages Website Design to provide web site maintenance. Maintenance is limited to editing existing pages and simple modifications to the already created website. Service is limited to 6 hours over a 12 month time period.

2 Services Excluded

Unless previously agreed to in writing web site maintenance does NOT include website redesign, custom images or artwork, custom script design (Example: Forms). Also excluded are hosting fees, ecommerce related services or fees, like credit card processing fees or shopping cart purchase or rental, SSL certificate costs, domain name registration and services provided by any 3rd party. These items would need to be quoted on an individual basis.

3 Additional Charges

'Client' is responsible for license fees for any 3rd party images, programs or scripts. 'Client' can pay for these directly or with 'Client' approval 'Provider' can license them and bill the cost+ 10% to 'Client'. We are required to charge Washington State sales tax for all purchased licenses. 'Client' is responsible for and agrees to pay all local, state and federal sales taxes due for these additional fees.

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4. Copy right and Trademarks

The 'Client' represents to 'Provider' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in web site 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 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'. All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the single web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'. 'Provider' guarantees that they have received the proper rights and/or licenses for any text, graphics, photos, designs, trademarks or other artwork to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the web site unless 'Client' receives direct authorization from the 3rd party. It is the responsibility of 'Client' to make sure that required source acknowledgements are placed with appropriate elements. Copyright to the finished assembled work of individual web site pages produced and designed by 'Provider' is owned by 'Provider'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for this web site. Upon full and final payment of this contract, the 'Client' is assigned copyright to use on a single web site the design, graphics, and text contained in the finished assembled web site. 'Client' agrees to the placement of a small link to at the bottom of their home page advising visitors that the site is maintained by 'Provider'. Link shall go to 'Provider' website home page or another page of 'Provider' choosing advising visitors about 'Provider's' website maintenance services. Link shall stay in place while changes made by 'Provider' are used by 'Client'.

5. Service Plans

All service plans are prepaid and all prepaid time expires 1 month after the payment date. Any time not used within this 1 month windows will expire. There is no rollover of prepaid time to the next billing period and no refunds or credits will be issued for expired time. Time not used is non-transferrable.

All website maintenance plans have a minimum billing charge of 1 hour. All maintenance requests have a minimum time charge of ½ hour with all additional time charged to the nearest ¼ hour. If the maintenance work requested exceeds prepaid time, any additional time will be billed at the initial prepaid rate. A time log of time spent will be provided upon request.

5.1. PAY AS YOU GO WEBSITE MAINTENANCE PLANS

These prepaid plans have no recurring monthly costs and are billed in 1 hour, 5 hour, 10 hour, monthly and yearly increments. 'Client' is charged for services rendered as stated herein.

5.2. MONTHLY WEBSITE MAINTENANCE PLANS

These plans are recurring plans that are billed monthly until canceled. There is a 10 day notice of cancellation prior to the next month's billing required by either party. Notice must be given in writing via email, fax or regular mail. Any time not used within the current 1 month billing period will expire at the end of that billing period. There is no rollover of time to the next billing period and no refunds or credits will be issued for expired time. Time not used is non-transferrable. If the maintenance work runs exceeds prepaid time, any additional time will be billed at the initial prepaid rate.

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5.3. SELECTED PLAN

Please select your desired service plan by checking box of your desired plan.

<input type="checkbox"/>	5 hours	5 Hour s of prepaid	@ \$40/hour	\$200
<input type="checkbox"/>	10 hours	10 Hour s of prepaid	@ \$35/hour	\$350
<input type="checkbox"/>	Monthly	2 hours per month prepaid	@ \$40/hour	\$80
<input type="checkbox"/>	Yearly	½ hour per month prepaid	@ \$40/hour	\$240

6. Billing and Payments

All invoices are due upon presentation and must be paid by check, money order, Initial payment is a non-refundable deposit and must be made before work starts. Any additional non-prepaid maintenance time charged will be billed weekly. Recurring plans will be invoiced monthly and are due upon presentation. No discount is offered for early payment.

6.1 PAY AS YOU GO WEB SITE MAINTENANCE PLANS The 'Client' agrees to pay for all billed hours above and beyond the initial prepaid maintenance fee at the initial prepaid rate listed above. The 'Client' can purchase additional blocks of 'Prepaid Web Maintenance' to cover anticipated work. All additional prepaid 'Prepaid Web Maintenance' plans are good for 1 month from time of purchase and expire after that time. Exceptions to this may be made at the 'Provider's' discretion and must be in writing.

6.2 MONTHLY WEB SITE MAINTENANCE PLANS The 'Client' agrees to pay for all billed hours above and beyond those included in the 'Monthly Web Site Maintenance' plan at the initial prepaid rate listed above. The 'Client' can purchase additional blocks of 'Prepaid Web Maintenance' to cover anticipated work. All prepaid 'Prepaid Web Maintenance' plans are good for 1 month from date of purchase and expire after that time. Exceptions to this may be made at the 'Provider's' discretion and must be in writing.

6.3 Late Fees Delinquent bills will be assessed a \$15 or 5% of the total amount due, whichever is greater, fee 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 late fee of \$15 or 5% of the total amount due, whichever is greater, will be added for each month of delinquency. 'Provider' reserves the right to remove Web pages from viewing on the Internet and discontinue any remaining work until payment is made.

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6.4 Collection In case collection proves necessary; the 'Client' agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by 'Provider'. Regardless of the place of signing of this agreement, the 'Client' agrees that for purposes of venue, this agreement was entered into in Mason County, WA.

6.5 Returned Checks

If a check is returned by the 'Client' bank for any reason, the 'Client' agrees to pay a returned check fee of \$30 plus any bank charges incurred in addition to the amount of the check. Additional legal, collection and late fees or charges may apply.

7. Account Access, Hosting & Credits 'Client' agrees to provide 'Provider' full ftp and secure shell access to hosting server. 'Client' understands that website changes may require a change in hosting services which is not covered by this agreement. 'Client' agrees to include a 'Provider' designed link website footer crediting 'Provider' with services rendered.

8. Assignment of Work 'Provider' reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. 'Client' agrees to not contract with or hire either directly or indirectly any employee or subcontractor of 'Provider' without providers written approval.

9. Indemnification 'Client' agrees that it shall defend, indemnify, save and hold 'Provider' harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against 'Provider', 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 'Provider' against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with "Provider'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.

10. Limited Liability 'Provider' does not warrant that the 'Client' website will meet the 'Client' requirements or that the operation of the website will be uninterrupted or error-free. The entire risk as to the quality and performance of the website is with 'Client'. In no event will 'Provider' be liable to the 'Client' or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website, even if 'Provider' has been advised of the possibility of such damages. In any event liability shall be limited to amount paid for service.

11. Sole Agreement This agreement constitutes the sole agreement between 'Provider' and 'Client'. Any additional work not specified in this agreement must be authorized by a written change order. All prices specified in this agreement will be honored for six (6) months after both parties sign this agreement. Continued services after that time will require a new agreement.

12. Jurisdiction This agreement shall be governed and construed in accordance with the laws of the State of Washington. 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.

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13. Laws Affecting Electronic Commerce From time to time governments enact laws and levy taxes and tariffs affecting Internet 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 Wilson Internet Services and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

15. Disputes If a dispute arises under this agreement, 'Provider' and 'Client' agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Sammamish, Washington. Any costs and fees other than attorney fees associated with the mediation will be shared equally.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, 'Provider' and 'Client' agree to submit the dispute to binding arbitration at the following location: Sammamish, Washington, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

I hereby agree to the terms of this contract:

Client Signature

Date

Client Name (Printed)