

WizardsWebs Website Design and Maintenance Agreement

This contract provides both Client (the person or company requesting services) and Steve M. Green, dba **WizardsWebs**, with a formal, binding agreement with respect to website design and maintenance.

1. ENGAGEMENT

Client is engaging **WizardsWebs** for the specific project of designing and implementing a website for installation to Client's web host server account. Client agrees to authorize **WizardsWebs** access to this account and will supply usernames and passwords as needed.

2. WEB HOSTING

The Client understands that web hosting services are separate from design and maintenance services **WizardsWebs** reserves the right to offer design and maintenance services only to Clients who subscribe to their web hosting service.

3. WORK SCOPE

WizardsWebs will prepare a project plan based on requirements provided by the Client. The plan will contain cost estimates or budget limitations and an estimated timeline. The project may be quoted on a fixed price basis or an hourly basis. The Client must approve the plan before work will begin. The standard hourly rate for HTML, PHP and JavaScript work is \$125.00 hour and the rate for Macromedia (Adobe) Flash is \$150.00 hour.

4. PROGRESS REPORTS

WizardsWebs shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Client will review and approve progress on a periodic basis.

5. RETAINER

New accounts are required to provide an advance design payment of \$750 before work begins.

6. SUBMITTED CONTENT

Client will make every effort to submit content and approvals in a timely manner. **WizardsWebs** will not be held responsible if target launch date cannot be met due to late submission of materials by Client. **WizardsWebs** will not be held responsible if Client-submitted content contains errors. Excessive revisions and alterations after pages are approved will be billed at **WizardsWebs'** standard hourly rate.

7. SITE CHANGES AND UPDATES

After website is published, **WizardsWebs** will provide 30 days of minor updates and changes. These changes include simple text editing, such as spelling corrections, and similar items that do not require reformatting or re-editing of the site layout design. Not included are creating new graphics, redesign of navigation, layout or style, replacing all text on a page, etc. Major changes and updates will be billed as new work at the **WizardsWebs**' applicable hourly rate.

8. MAINTENANCE VS. HOURLY RATE

Any and all changes to a website requested by the Client will be invoiced monthly at the standard hourly rate. Alternately, a website maintenance plan is available. Website Maintenance includes monitoring, revising, editing, or otherwise changing existing web pages to keep your website up to date. The periodic addition of new web pages is also part of maintenance services except during the first three months of maintenance. Changes to shopping cart pages are not included. Maintenance may include up to 2 hours work each month. Excessive work will be charged at the standard hourly rate.

9. CONTENT SERVICES

WizardsWebs can provide content services including digital photography and video. Rates depend on application and will be quoted on request.

10. SEARCH ENGINE SUBMITTAL

Website designs are typically designed to optimize search engine performance and new websites registered with key search engine companies. However, **WizardsWebs** makes no warranties or representations of any kind regarding search engine results or position.

11. CAMPAIGN MANAGEMENT

Monitoring and management of paid search engine campaigns such as Google and Overture are available for an extra fee and quoted on request. These services are not included in Maintenance.

12. THIRD PARTY CONTRACTORS

WizardsWebs reserves the right to contract third party consultants and/or subcontractors if needed.

13. COPYRIGHTS AND TRADEMARKS

Client represents to **WizardsWebs** and unconditionally guarantees that any elements of text, media, photos, or other artwork furnished to **WizardsWebs** for inclusion in the website are either owned by Client, or that Client has license or permission from the rightful owner to use each of these elements. Client will hold harmless, protect, and defend **WizardsWebs** and its subcontractors from any claim or suit arising from the use of such elements furnished by Client.

WizardsWebs will endeavor to utilize only original or properly licensed content. Content whose source cannot be documented or is otherwise determined to be unlicensed will be removed.

14. DOMAIN NAMES

At Client's request, WizardsWebs will make reasonable efforts to transfer ownership and/or registration information of any domain names which were registered on behalf of Client. There is a \$50 fee to change the owner of record.

15. COPYRIGHT TO WEB PAGES

Site design and graphical elements created by **WizardsWebs** are owned by **WizardsWebs** and copyright is not transferred to Client. Upon final payment for design services, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, media, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Copyright to Client supplied text and images are retained by Client and will not be disclosed or reused by **WizardsWebs** unless permission is granted in writing by Client. **WizardsWebs** and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. **WizardsWebs** reserves the right to include a credit line and hyperlink back to it's business website on all web pages designed.

16. REFUSAL OR DISCONTINUANCE OF SERVICE

WizardsWebs reserves the right to refuse or discontinue service to anyone at **WizardsWebs'** sole discretion. **WizardsWebs** shall have no responsibility to notify any third-party providers of services, merchandise, or information, nor any responsibility for any consequences resulting from such discontinuance or lack of notification. You agree that **WizardsWebs** has the right to monitor the service electronically from time to time and to disclose any information as necessary to satisfy the law, or to protect itself or its subscribers. **WizardsWebs** reserves the right to refuse to post or to remove any information or materials, in whole or in part, that, in its sole discretion, are unacceptable, undesirable, or in violation of this agreement.

Client may discontinue service at any time by providing 7 days written notice to **WizardsWebs**. Any services which were prepaid may be refunded on a prorated basis by check within 60 days. Any amounts due **WizardsWebs** at the time service is discontinued must be paid before the domain name will be released. Design services and retainers are not refundable.

17. CONFIDENTIAL INFORMATION

WizardsWebs acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to **WizardsWebs** or developed by **WizardsWebs** in the course of developing the site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of **WizardsWebs**.

18. BACKUP OF DATA

WizardsWebs maintains periodic backups of files and data for accounts which subscribe to Maintenance only. For all other accounts, your use of the service is at your sole risk and **WizardsWebs** is not responsible for files and data residing on your account. You agree to take full responsibility for files and data transferred and to maintain all appropriate backup of files and data stored on **WizardsWebs** servers.

19. WEBSITE PROMOTION

WizardsWebs makes no warranties or representations of any kind for the promotion of any website.

20. NO WARRANTIES

WizardsWebs makes no warranties or representations of any kind for the services being offered. The service is provided on an "as is" and "as available" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by **WizardsWebs** or its agents or employees shall create a warranty.

WizardsWebs provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall **WizardsWebs** be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from your use of or inability to use the service, or for third parties' use of the service to access your Web space, or to access the Internet or any part thereof, or your or any third parties' reliance on or use of information, services, or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If you are dissatisfied with **WizardsWebs** service or any of its terms, conditions, rules, policies, guidelines, or practices, your sole and exclusive remedy is to discontinue using the service.

21. 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 **WizardsWebs** and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

22. PAYMENT

In order for **WizardsWebs** to remain in business, Client's payments must be made promptly. **WizardsWebs** reserves the right to remove Client's web pages from viewing on the Internet until payment is made and account current.

- Client agrees a late payment fee of \$20 will be assessed if payment is not received within 10 days of due date.
- Client agrees if a payment remains past due for more than 30 days interest fee equivalent to 18% APR may be applied.
- Client agrees to pay any collection and attorney fees.

23. PRIOR AGREEMENTS

This agreement supersedes any written, electronic, or oral communication you may have had with **WizardsWebs** or any agent or representative thereof, and constitutes the complete and total agreement between the parties.

24. SEVERABILITY

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

25. JURISDICTION

This agreement shall be governed by the laws of the State of Texas.

26. ACKNOWLEDGEMENT

By ordering our services you are stating and acknowledging that you have read the "Website Design and Maintenance Agreement" and the "Website Hosting Service Contract" and that you understand such terms and conditions and agree to be bound by them without exception. Any changes or modifications thereto must be in writing and signed by both parties.

WizardsWebs reserves the sole right to modify this agreement at any time without notice. By continuing to subscribe to our services you are stating and acknowledging that you have read the changed terms and conditions and that you understand such terms and conditions and agree to be bound by them without exception.

Other Information

This is our account service contract. It is fairly standard legalese. Although it may sound harsh, rest assured that we have nothing but good intentions towards our customers. Like all of our policies, the contract is designed to maximize the efficiency and quality of our service for all customers.