

Contract for Website Maintenance (Webmastering)

Contact Name _____

Phone _____ Cell _____

Company/Client _____

Address Line 1 _____

Address Line 2 _____

City _____ State _____ ZIP _____ Country _____

E-mail address _____

WWW URL _____

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging T&S Web Design, L.L.C., mailing address PO Box 1478 Edmond OK 73083, as an independent contractor for the specific project of maintaining a World Wide website installed on the client's web space on a web hosting service's computer. The client hereby authorizes T&S Web Design to access this account, and authorizes the web hosting service to provide T&S Web Design with "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 will provide this access at the time of signing the contract, to T&S Web Design in the form of user name and password.

2. Standard Webmaster Package Elements. T&S Web Design includes the following elements in their Standard Webmaster Packages:

E-mail/phone consultation (Up to 1 hour total general Internet orientation education and web design consultation per month. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation will be an additional charge to be determined at the time that more is requested.)

Changes to text and in-line graphics where the graphics and words of text will be supplied by the client. There is a 300 words per page approximate maximum if not supplied via CD or attached to an email message. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.

Creation and deletion of entire pages and sections of the website.

Minor modifications to existing custom software that is part of the website and installation of most open source software. All software modification and installation is included or excluded at the sole discretion of T&S Web Design.

Updating Links, including notifying client of any links to external pages (pages not on the client's website) that point to pages that are no longer there.

Custom Graphics Package. Any individual graphic element (Top-of-page graphic for all pages in your website, colorful lines and bullets, etc.) may be changed at most 1 (one) time every 6 (six) months. Additional changes may be subject to additional fees.

Installation of updated web pages on the client's web hosting service.

Updating E-mail response link on each web page to any e-mail address the client designates. This may be changed at most 2 (two) times every 6 (six) months. Additional changes may be subject to additional fees.

Elements that are specifically excluded from the Standard Webmaster Package include, but are not limited to the following, all at the sole discretion of T&S Web Design:

Major changes to the site's design; Creation of new custom software; Major modifications to existing custom software; Any ecommerce capabilities; Professional photography.

3. Standard Webmaster Packages. The text and graphic content of the web pages will be supplied by the client. Where additional work (beyond the scope of the "Standard Webmaster Package Elements" detailed above) is requested, pricing will be determined prior to work being performed.

4. Online stores. The text and graphic content of the web pages will be supplied by the client. We include e-mail/phone consultation of up to 1 hour per month of total general Internet orientation education, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be included in the monthly fee.

5. Web design maintenance period. If the client had T&S Web Design design the site, a period of minor web page maintenance to regular web pages (not store product pages) may have been included. Regardless of the date that maintenance period ended, this contract is valid beginning on the date indicated herein.

6. Repairing damage. If the client or an agent other than T&S Web Design attempts updating the client's pages, cost to repair web pages will be an additional charge to be determined at the time that the repair is requested and/or deemed necessary by T&S Web Design. This is not included as part of the webmaster services.

7. Changes to Submitted Text. Please send us your final text. Time required to make substantive changes to client-submitted text after new web pages have been constructed or existing web pages have been modified will influence the cost of future webmaster services after this contract is up.

8. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to use a web hosting service which allows T&S Web Design full access to the website via FTP and telnet. The web hosting service should also feature a cgi-bin directory accessible via FTP and telnet if additional site design and development requested by client makes such a feature necessary. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges. It may be that the current website needs to be moved to accommodate a feature requested by the client. If requested, T&S Web Design can perform the tasks listed in this section on the client's behalf for an additional charge to be determined at the time this contract is signed. The additional charge does not include fees or charges by the web hosting service. If requested, that charge will be _____.

9. Notification of updates. T&S Web Design will often perform routine maintenance and updates to the website without it being requested by the client. Specific updates requested by the client must be submitted in the form of a written update order. Email is the preferred method, but any letters can be sent to T&S Web Design, PO Box 1478, Edmond, OK 73083.

10. Timely Updates. When an update to the website is requested, T&S Web Design and the client must work together to update it in a timely manner. We agree to work expeditiously to update the website no later than _____ after all material required for the update is received by T&S Web Design from the client.

If the client does not supply T&S Web Design complete text and graphics content required for the update within the time allocated above, T&S Web Design is not required to update the website with any partial content. T&S Web Design is released from any liability due to the website not being updated.

11. Cancellation of Contract. This contract is ongoing. If the client wants to cancel the contract, two months written notice must be given. If T&S Web Design needs to increase the price, the client may instead elect to cancel the contract. Cancellation at the time of a price increase does not require notice from the client.

12. Use of Subcontractors. T&S Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

13. Disclaimer. Although T&S Web Design will do our best to insure that the pages are functioning at all times, due to many aspects of maintaining a website being out of our control, it is not possible to guarantee that. Therefore, T&S Web Design does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements 100% of the time or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CLIENT HEREUNDER. T&S Web Design MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

14. Indemnification. Client shall indemnify and hold harmless T&S Web Design (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by T&S Web Design as a result of any claim, judgment, or adjudication against T&S Web Design related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by client to T&S Web Design (the "Client Content"), or (b) a claim that T&S Web Design's use of the client's content infringes the intellectual property rights of a third party.

15. Copyrights and Trademarks. The client represents to T&S Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to T&S Web 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 T&S Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

16. 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 T&S Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

17. Copyright to Web Pages. Upon continued payment of this contract, rights to the assembled work of web pages produced by T&S Web Design is transferred to the client for use on one web domain. Any work copyrighted by someone other than T&S Web Design (including but not limited to open-source software and stock images) remain the property of their respective owners. T&S Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, and to re-use source material as needed for other projects.

18. Payment of fees. The first monthly payment to T&S Web Design for webmaster services is due upon signing this contract. If payment cannot be made at the time this contract is signed, the contract will not be effective until payment is made. The actual webmaster services will not be rendered prior to payment being received. All payments will be made in US funds. If a monthly payment is not received, all

webmaster services will be suspended until monthly payments resume. If monthly payments do not resume and two months notice was not given, the client will be billed for two additional months and webmaster services will remain suspended.

In order for T&S Web Design to remain in business, payments must be made promptly. If any amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by T&S Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue and jurisdiction, this contract was entered into in Edmond, Oklahoma, and any dispute will be litigated or arbitrated in Oklahoma County, Oklahoma. Please pay on time.

19. Legal Responsibility. The client alone is responsible for the content of the website, including but not limited to any pictures, videos, text or merchandise. T&S Web Design is not responsible for any items that are found to be illegal in any way.

20. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between T&S Web Design and the client regarding this website. Any additional work not specified in this contract must be authorized by a written update order. All prices specified in this contract will be honored until further notice.

21. Amendment. The parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.

22. Payment

The amount of this contract is \$ _____ per month, plus

\$ _____ one-time setup

The discounts applied to this contract total \$ _____

The total amount of this contract is \$ _____ per _____, plus

\$ _____ one-time setup

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

On behalf of the client (authorized signature):

_____ Date _____

On behalf of T&S Web Design (authorized signature)

_____ Date _____