

# BIZWEBTECH DESIGN AND HOSTING

1714 Tehama Dr.  
Woodland, Ca.  
530-383-5206

## WEB SITE DESIGN AND HOSTING CONTRACT

### CONTACT INFORMATION:

Contact Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Company/Client: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### WEBSITE INFORMATION:

Present WWW URL (if any): \_\_\_\_\_  
New Domain name(s) requested (if applicable) \_\_\_\_\_  
- Other choices if first choice not available \_\_\_\_\_

## TERMS OF AGREEMENT

### 1. Definition of Terms

**BIZWEBTECH:** BIZWEBTECH Design and Hosting located at 1714 Tehama Dr., Woodland, Ca. 95695.

**CLIENT:** \_\_\_\_\_

**ISP:** BIZWEBTECH Design and Hosting

**CONTRACT:** This agreement and its attachment(s) as listed below.

**ATTACHMENT(s):** "Website design worksheet" and "Payment Schedule"

### 2. Authorization

The above named CLIENT is engaging BIZWEBTECH, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the CLIENT's web space located on an ISP's computer. The CLIENT hereby authorizes BIZWEBTECH to access this ISP account, and authorizes the ISP to provide BIZWEBTECH 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 for this project. The CLIENT also authorizes BIZWEBTECH to publicize their completed website to Web search engines, as well as other Web directories and indexes.

### 3. Warranties

BIZWEBTECH represents and warrants to the CLIENT that it has the experience and ability to perform the services required by this CONTRACT; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this CONTRACT; and that its performance of this CONTRACT 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 BIZWEBTECH 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 CLIENT; and that its performance of this CONTRACT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

#### **4. Standard Website Products and Website Hosting Services**

The standard **website development** as defined through BIZWEBTECH is as follows:

- E-mail/phone consultation. (Initial planning/development consultation is free)
- 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 \$35.00.
- Up to six web pages, for example a homepage, map & directions page, about us page, contact page, a products page, and a products detail page.
- Text. Final text shall be supplied by the CLIENT (200 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.)
- Links. Up to an average of 2.5 external links per page, and an e-mail response link on each web page to any e-mail address the CLIENT designates.
- Custom Graphics. Placement of Company logo or other top-of-page graphic, bullets, lines, colored or textured background as well as three photos or graphics per page is included. CLIENT is to provide Company logo and graphics unless agreed upon in writing. Development of logos or other graphics are an additional cost to CLIENT. Beyond the two photos or graphics per page, an extra charge will apply for scanning services, photography, and graphic design and modification.
- Installation of Web pages on the CLIENT's ISP host computer.
- A maximum of two revisions will be included to the draft website at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate of \$35.00.
- Minor updates and changes to existing Web pages for 2 weeks from completion of website (includes up to a half-hour per page total, subject to the limits outlined below).
- Initial Marketing of registration to the top 3 free search engines as determined by BIZWEBTECH. At no time does BIZWEBTECH promise or imply that we guarantee CLIENT's website a certain rating in the search engines.

The standard **website hosting** as defined through BIZWEBTECH is as follows:

- As an Internet World Wide Web service provider, BIZWEBTECH provides, at additional cost and which is not part of this contract, 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. If the CLIENT chooses to avail our services, the CLIENT will be connected to and utilize the hardware and software facilities of BIZWEBTECH to establish an Internet web site.

- BIZWEBTECH will provide assistance and advice for the CLIENT in obtaining a Domain name. The determination of a domain name's availability through the domain name registration group "InterNic", does not guarantee it will be still available at the time of registration.
- It is the responsibility of the CLIENT to obtain ownership or permission to use a previously required domain name. It is the responsibility of the CLIENT to provide BIZWEBTECH with the information necessary to transfer the domain name and website hosting to BIZWEBTECH's hosting service if the CLIENT so desires. BIZWEBTECH 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 BIZWEBTECH.
- Website hosting includes features and restrictions as found on electronic media at the <http://www.BIZWEBTECH.com> website which may be updated from time to time.
- Website hosting is handled as a separate contract with our web hosting service department and is not a part of this contract.

### **1. Fees.**

BIZWEBTECH will execute this website design as specified by the CLIENT requirements as terms of this CONTRACT to and incorporated in this CONTRACT. Unless specified otherwise in the ATTACHMENT, this website includes up to six Web pages. In case the CLIENT desires additional standard Web pages beyond the original number of pages specified, the CLIENT agrees to pay BIZWEBTECH an additional \$50.00 for each additional Web page. Graphics or photos beyond the allowed average of two per Web page shall be billed at an additional \$25.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics" detailed above) is requested, it will be billed at the hourly rate of \$35.00.

### **2. Maintenance.**

This CONTRACT does not include our maintenance contract. Web page maintenance will be the responsibility of the CLIENT. If a maintenance service agreement is entered into between BIZWEBTECH and the CLIENT, it will be contained within its own document and not connected to this CONTRACT. However, this CONTRACT does include minor modifications and corrections requested within a two-week period after initial development up to an average of one hour per page, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the CLIENT or an agent other than BIZWEBTECH attempts to update the CLIENT's pages during this time, time to repair the Web pages will be assessed at the hourly rate of \$35.00, and is not included as part of the modification time.

### **3. Payment.**

All services agreed to in this CONTRACT, shall be sold for the price specified at the end of this document. Payment shall be by cash, check, or money order, or Paypal in US dollars, and made payable to "BIZWEBTECH".

#### **4. Payment Terms.**

Unless otherwise stated in the "Payment" document attached to this agreement, the following standard terms apply. All agreements must be in writing. A minimum deposit of thirty percent (30%) of the design cost is payable upon start of the project. Payment in full will be payable upon completion of the website work or within 30 calendar days of start of the project. The site will then be put online on a draft directory of the CLIENT's ISP or of BIZWEBTECH 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. Before the website is put online on the ISP of CLIENT's choice, the CLIENT must have made arrangements for the hosting of his/her website. Payment for the web site development must be made in full before the site will be moved to the main directory of the CLIENT's ISP. Marketing of the site in the top three search engines and/or directories will occur only after the final payment is made. If for unforeseen reason the project is abandoned, the CLIENT agrees to pay BIZWEBTECH for the work performed at an hourly rate of \$35.00.

#### **5. Completion Date.**

BIZWEBTECH 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. We agree to work expeditiously to complete the website in a professional and timely fashion. Failure of the CLIENT to provide digital information necessary for the completion of the web site will result in the failure of the project's completion. As stated before payment in full will result after 30 calendar days so it is the responsibility of the CLIENT to make sure that information is provided in a timely fashion.

#### **6. Assignment of Project.**

BIZWEBTECH reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. BIZWEBTECH will be responsible for the final results of the project.

#### **7. Additional Expenses.**

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

#### **8. Additional Services.**

Any revisions, additions or redesign CLIENT wishes BIZWEBTECH to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

#### **9. Copyrights and Trademarks.**

The CLIENT represents to BIZWEBTECH and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to BIZWEBTECH 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 BIZWEBTECH and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT. It is the responsibility of the CLIENT to obtain permission to use any digital information used in the creation of the web site.

## **10. Age.**

Client certifies that he or she is at least 18 years of age.

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

If BIZWEBTECH shall acquire an Internet Domain Name on behalf of the CLIENT, then in such case CLIENT hereby waives any and all claims which it may have against BIZWEBTECH, for any loss, damage, claim or expense arising out of or in relation to the registration of such 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 the providing of this service by BIZWEBTECH for any reason.

Under no circumstances, including negligence, shall BIZWEBTECH, 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 BIZWEBTECH'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 BIZWEBTECH'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 BIZWEBTECH's services.

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

## **12. Indemnification.**

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

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

### **14. Copyright to Web Pages.**

Copyright to the finished assembled work of Web pages produced by BIZWEBTECH is owned by BIZWEBTECH. Upon final payment of this CONTRACT, 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, work-up files, and computer programs are specifically not transferred to the CLIENT, and remain the property of their respective owners.

BIZWEBTECH and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

### **15. Authorship Credit.**

Client may select that BIZWEBTECH includes a byline and link on the bottom of their Web Page establishing authorship credit. This byline is upon agreement by both CLIENT and BIZWEBTECH and must be removed at any time upon written request by BIZWEBTECH.

### **16. Non-Disclosure.**

BIZWEBTECH, its employees and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

### **17. Cancellation.**

In the event that work is postponed or cancelled at the request of the Client by registered letter, BIZWEBTECH shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this CONTRACT. 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 BIZWEBTECH and BIZWEBTECH shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

### **18. Refund Policy.**

If the CLIENT applies by a registered letter for a refund within 15 days of signing this CONTRACT, work already completed shall be billed at the hourly rate of \$35.00 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 \$35.00.

### **19. Arbitration.**

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT 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 BIZWEBTECH.

**20. Payment of Fees.**

In order for BIZWEBTECH to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a late charge if payment is not received within 30 days of the due date. If an amount remains delinquent 30 days after its due date, an additional penalty will be added for each month of delinquency. BIZWEBTECH reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This CONTRACT becomes effective only when signed by BIZWEBTECH. Regardless of the place of signing of this CONTRACT, the CLIENT agrees that for purposes of venue, this CONTRACT was entered into in the city of Woodland, Yolo County, California, and any dispute will be litigated or arbitrated in the city of Woodland, Yolo County, California, Please pay on time.

**21. Entire Understanding.**

This CONTRACT constitutes the sole agreement between BIZWEBTECH and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This CONTRACT shall be governed and construed in accordance with the laws of the State of California. 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.

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

On behalf of the CLIENT:

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of, and as member of, BIZWEBTECH:

\_\_\_\_\_ Date \_\_\_\_\_

-- Attachment I --

**SAMLE WEBSITE DESIGN WORKSHEET**

**The goal of the website**

- ◆ Offer updateable information to be easily accessible to the public
- ◆ Reduce Telephone calls for routine information (directions, hours, contact info, etc.)
- ◆ Make request form or lead sheet for available products, services, or information.
- ◆ Enhance company reputation as modern, stable, and technologically up-to-date.
- ◆ \_\_\_\_\_

**The primary target market**

- ◆ \_\_\_\_\_

**In conjunction with the contract, the following outlines the procedures in the website design work.**

- ♦ Four to Six Webpages:
    - Homepage
    - Lead sheet or Contact page
    - F.A.Q. page (4-8 Questions with responses)
    - About us
    - Services or products \_\_\_\_\_
      - Details \_\_\_\_\_
      - More details \_\_\_\_\_
    - Links and references
    - Testimonials
  
  - ♦ Create or direct domain, \_\_\_\_\_ to BIZWEBTECH Design's Internet Services server.
  - ♦ Create a temporary directory on the server to develop new website while maintaining seamless connection for current customers.
  - ♦ Using high-resolution digital camera and scanner, obtain/copy graphics as needed to use on website.
    - Although numerous shots may be taken to obtain the best appearance, the actual photos to be used on the website will be between 6-10. Others may be added at an additional cost as spelled out in the contract and are not included in the price of this contract.
    - Photos will be cropped, graphically enhanced, and saved into a format that is most beneficial for use on the website balancing quality and download speed.
  - ♦ Upon completion of the website and payment in full, the site will be transferred to the main directory of the website.
  - ♦ Contact the major search engines needing updates with related information as specified in contract.
-

## SAMPLE PAYMENT SCHEDULE

### **COSTS** *(see cost details at bottom)*

\$xxxx.xx Total cost\* for entire Web design project including the first quarter of Web hosting.

\* The total cost above does not include the estimated charge of \$xxx that CLIENT will pay to create a logo nor of an extra domain name registration that will be taken care of by the CLIENT. Those are not a part of this contract, but are mentioned here and are understood as being an additional charge.

### **Payment Schedule**

**\$ xxx.xx** Total at beginning, upon signing of contract

- xx.xx *Hosting setup*
- xx.xx *Domain Name Registration (good for two years)*
- xxx.xx *\$ xx.xx month x 12 Month Web Hosting*
- xxx.xx *30% of design work in advance*

**\$ xxx.xx** Balance due upon completion of website design (plus applicable taxes)

- xxx.xx *30% of design work upon completion*

### **Cost Details:**

- Setup cost to host the website is \$xx.xx
- Web hosting cost is \$xx.xx per month (minimum 12-month contract).
- Designing and developing the Website is \$xxx.<sup>00</sup>
- Transferring domain to BIZWEBTECH Design's server – No Charge.
- Domain name registration charges are \$xx for the first year and \$xx each year after that.

*For method of payment, please complete the following:*

Please Invoice me each quarter and I'll send a check or Money Order or...

Type of Card to use for automatically payments:

PayPal

Name as it appears on card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Billing zip code on card: \_\_\_\_\_

I authorize BIZWEBTECH Design and Hosting to charge my credit card for payments due.

\_\_\_\_\_  
signature

\_\_\_\_\_  
date