Idealonweb Design
10 Rolling Lane
Leyden, MA 01337

Web Site Design/Maintenance Contract

Company/Client: _____

Phone: _____

Address: _____

_____

City: _____ State: _____ ZIP: _____

E-mail address: _____

Present URL: _____

1. Authorization: The above-named client engages Idealonweb Design as an independent contractor for the specific project of developing and/or maintaining a web site installed on the client's web hosting space.

2. Services: Services requested by the client are billed at an hourly rate unless otherwise specified. Services include but are not limited to: General Internet education, marketing consulting, web page design, site/server maintenance, editing, modifying product pages/databases in an online store, art, photo, graphics services, and software education.

3. Web Hosting: The client understands that any web hosting services require a separate contract with a web hosting service utilizing Unix/Appache based web servers. The client hereby authorizes Idealonweb "write permission" access to all files on said server via FTP and telnet.

4. Domain Name Registration: The client is responsible for procuring and renewing their own domain names. Idealonweb will not be responsible for domain names lost due to nonpayment or non-renewal.

5. Completion Date: Idealonweb and the client must work together to complete projects in a timely manner. The client is responsible for supplying Idealonweb complete text/graphics content and agrees to give Idealonweb a minimum of 4 weeks for the completion of services unless otherwise stated.

6. Payment of Fees: Fees for hourly billed services are due within 2 weeks from invoice date. Idealonweb maintains the authority to deactivate the client's web site and Email service for late payment.

New site development fees are due and payable on the following schedule: 50% upon signing this contract and the Design Details/Rate Form, 50% when the web site has been constructed according to the original written specifications. The web site will be uploaded and become "live" after hosting services have been secured and all invoiced payments are paid in full.

7. Legal: Idealonweb does not warrant that the web site or the operation of the web pages will be uninterrupted or error-free. In no event will Idealonweb be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, lost data, consequential or special damages arising out of the operation of or inability to operate the web site, even if Idealonweb has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Franklin County, Massachusetts, and any dispute will be litigated or arbitrated in Franklin County, Massachusetts.

8. Copyrights and Trademarks: The client represents to Idealonweb and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Idealonweb 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 Idealonweb and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

9. Laws Affecting Electronic Commerce: The client agrees that the client is solely responsible for complying with laws, taxes, and tariffs, and will hold harmless, protect, and defend Idealonweb and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

10. Copyright to Web Pages: Upon final payment for services, the client is assigned rights to use the web site's design layout, custom graphics, photos and text created by Idealonweb and contained in the finished assembled web site. Rights to photos, graphics, source code, and computer programs not created by Idealonweb are specifically not transferred to the client and remain the property of their respective owners. Idealonweb retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

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):

Sign: _____ Date _____

Print: _____

On behalf of Idealonweb (authorized signature)

Sign: _____ Date _____

Print: _____