



WEB DESIGN & HOSTING CONTRACT

Name: _____ Company: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Domain Name: _____ Register at <http://www.sitedesignworks.com/domains>

CHOOSE A LOGIN AND PASSWORD:

Login: _____ Password: _____

Login and Password are used to access your website's content manager. Both must be 5-8 characters in length, contain a combination of upper and lower case letters and numbers, and not be identical to each other. Repetitive characters such as 1111111 will not be accepted.

CHOOSE A WEB PACKAGE:

Pre-Designed Website - _____

SDW will build and host an individual website using a pre-designed style (found at www.sitedesignworks.com/styles) on your personal domain name. Pre-Designed websites can be customized to your specifications. Contact SDW for an estimate of added cost.

Style: _____ Color: _____

Custom-Designed Website - Custom Programming

SDW Designers will work with you to design and construct a unique website tailored to your specifications. A separate Custom Contract outlining your estimate of time and cost is required. Contact SDW for more details.

CHOOSE YOUR SERVICES:

Contact Form: *Replace your email address with a contact form. Helps protect your email address from phishing.*

Home Page Slideshow: *Add a slideshow of 6 rotating images to your home page. Not available with full Flash websites.*

Multiport: *Split your Portfolio into sections/categories. Not available with full Flash websites. (See Item F)*

Search Engine Submission: *Introduce your website to the Search Engines. (See Item G)*

HOSTING:

Hosting is _____ per month, automatically billed to the credit card provided below on the day your website becomes live, and thereafter billed for the full amount on the 1st of each month. Unless otherwise agreed upon, **this contract constitutes a minimum 12 month commitment to web hosting.** By signing this contract, you authorize SiteDesignWorks to charge your card for your website's recurring monthly fees:

Card #: _____ Expiration Date: _____

Name on Card: _____

Signature: _____ Date: _____

CONTRACT DUE DATE: _____ ARTWORK / MATERIALS DUE DATE: _____

A. EACH SDW WEBSITE WILL BE BUILT TO INCLUDE:

- Design based on the style/color variation chosen by Site Owner, or custom design as agreed upon between Site Owner and SDW.
- Use of Site Owner's logo on each page.
- Editable meta keywords, description and page title areas provided for Site Owner.
- Utilization of Site Owner's own URL (example: www.yourdomain.com)
- Free, unlimited online editing of content.

B. HOSTING FEES AND TERMS:

Unless otherwise agreed to in writing, this contract constitutes a minimum 12-month commitment to hosting, after which the hosting contract will be automatically renewed on a month-to-month basis. Site owner must notify SDW in writing, either by email or by regular mail, of the termination to this contract. Hosting fees will be automatically billed to the credit card provided on the 1st of each month. Decline of the credit card payment will result in interruption of hosting until payment is received.

Standard monthly hosting fees are guaranteed for the initial 12 month contract for up to 1GB of Storage (approx 5000 images). For storage over 1GB, please inquire for pricing

C. EMAIL ACCOUNT:

Customers will receive one email account associated with their domain name and a spam blocker. Email is accessed through SDW provided webmail, or via any common email client installed on the Site Owner's computer. The sending of unsolicited emails (SPAM) will not be tolerated. Violation of this provision will result in immediate cancellation of email account. Individual emails, either sent or received, must not exceed 5 MB. Exceeding this size may result in mail being returned to the sender, interruption of email service, rejection of email, and in extreme cases, freeze or reboot of computer operating system.

D. WEBSITE TRAFFIC REPORTING:

Website Traffic Reporting provides detailed information about the number of visitors to Site Owner's website, the individual pages visited and referrals to the Site Owner's website from other websites and Search Engines.

E. IMAGE ADDITIONS:

Upload an unlimited number of images to your website via your online Text Wizard, subject to storage capacity. Your images will be resized for you to fit your web design. Images must be in jpg format, and of a minimum size of 1600 pixels.

F. MULTIPOINT:

Multipoint users have the ability to split their portfolio into categories via their online Text Wizard. There are no fixed limits to the amount of categories a user may create, or to the amount of images contained within any single category (individual website design may impact the reasonable space available).

G. SEARCH ENGINE SUBMISSION & PLACEMENT:

For a one time fee of \$35, SDW will submit Site Owner's website and Site Map to well known engines such as Yahoo, Google and MSN. Actual Search Engine placement is at the discretion of the individual search engines. SDW makes no guarantees, claims or promises as to the positioning of any website in the Search Engines. For more information, visit <http://www.sitedesignworks.com/options/search.asp>.

H. CUSTOM DESIGN:

Site Owner may request customization from SDW for any pre-designed website, or contract with SDW for the construction of a custom designed website. All custom design is billable at \$120/hour. SDW will provide a written estimate of cost to Site Owner prior to any production. Custom fees are non-refundable, non-transferable and due in advance of completion of requested custom work.

I. WELCOME KIT INSTRUCTIONS:

After receipt of signed contract, SDW will send Site Owner a Welcome Kit with instructions for the submission of images for the website. Site Owner is responsible for reading and understanding the Welcome Kit. Additional hourly production fees may apply if Site Owner does not follow the guidelines.

J. IMAGE CHANGES AND ADDITIONS:

There are no limits to the amount of images that may be added to a website. Image additions by SDW staff will be billed on a per image basis to the credit card on file. Images added by Site Owner via Image Transfer are billed according to the fixed Image Transfer annual fee. For pricing information, please visit <http://www.sitedesignworks.com/pricelist>

K. ACCESS TO THE WEBSITE:

It is the Site Owner's sole responsibility to have all hardware, software and service contracts needed to access the Internet and the website online for the purposes of website review and editing.

L. DOMAIN NAME:

It is the responsibility of the Site Owner to obtain a domain name prior to constructing a website with SDW. A link to a reputable online domain name registrar, Dotster, is provided for convenience. SDW does not itself sell, manage or maintain domain name registrations. Site Owner maintains full ownership and control of domain name and is responsible for yearly renewal fees.

M. DYNAMIC TEXT CONTENT:

Site Owner will have the ability to append and change the text content on the website at any time by accessing the online Text Wizard via the Internet. SDW shall not be responsible for any content posted to the website by the Site Owner, or by anyone acting on behalf of the Site Owner. A User Name and Password is required to protect the content entry areas. The security of the login information is the sole responsibility of the Site Owner.

I have read, understood and agree to the above. Signature: _____ Date: _____

N. WEBSITE AVAILABILITY:

Websites are hosted on servers provided by Verio to ensure the best possible up-time. Sites are monitored 24/7 by Verio, and any problems with the SDW servers will be promptly addressed. No guarantees are made that the Site Owner's website will be available to all Internet users at all times. There are numerous factors which contribute to a user's inability to access a website that are completely out of the control of SDW or Verio, such as Internet failure, personal security firewalls, lack of appropriate software or plugins, etc, for which SDW will not be held responsible.

O. TIME TO LAUNCH:

Pre-Designed websites will be built and hosted within 60 days of the receipt of all website materials and documents. Customized websites may take longer. SDW will notify the Site Owner via email when the site is ready for review. Automatic billing will commence on the Site Live date.

P. REFUNDS AND TERMINATION:

Site Owners who terminate or fail to perform on their contract commitment will forfeit any and all design fees. Written notification (email or mail) of website cancellation is required.

Q. DAMAGE OF MATERIAL:

SDW requires quality duplicate materials for the construction of the website. Original artwork is not recommended. Though all possible caution will be exercised while handling artwork, SDW assumes no responsibility for loss or damage.

R. SOURCE CODE AND MEDIA:

The code and media used in presenting websites to the public is the property of SDW. All Pre-Designed websites are copyrighted material and may not be duplicated or recreated outside of the SDW hosting servers. All artwork, logos, text and other content copyrighted to the Site Owner remain the sole property of Site Owner. Upon discontinuing the hosting contract with SDW, all material for which the Site Owner owns the copyright will be permanently removed from the SDW servers the ensure those rights are reserved.

S. ACCEPTABLE USE:

Site Owner shall at all times adhere to the Verio Acceptable Use Policy located at <http://www.verio.com>, as amended from time to time by Verio, effective upon posting of the revised policy.

T. SUITABILITY OF MATERIALS:

Site Owner warrants, represents and agrees that all content submitted to SDW is free and clear, will not infringe upon any copyright or violate any property or personal rights of a third party, or include scandalous, libelous, or unlawful matter. SDW shall have the right, at its sole discretion, to refuse to include in a website any materials which it deems unsuitable for display on pages served to the Internet. SDW shall have the right to interrupt hosting or request changes to websites that include scandalous, libelous or unlawful matter.

U. DISCLAIMER OF WARRANTY:

Site Owner acknowledges and agrees that SDW exercises no control over, and accepts no responsibility for, the content of information passing through SDW's host servers, network hubs and points of presence of the Internet.

V. LIMITATION OF LIABILITY:

In no event shall SDW be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, suffered by Site Owner or any third party, whether in action in contract, tort or strict liability or other legal theory, even if SDW has been advised of the possibility of such damages. In no event will SDW's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by Site Owner for the service which gave rise to such damages, losses and causes of actions during the 12 month period prior to the date of damage or loss occurred or the cause of action arose. Some jurisdictions do not allow the exclusion of limitation of warranties or incidental damages, so that the above limitations or exclusions may not apply to the Site Owner. In such jurisdictions, SDW's liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

W. FORCE MAJEURE:

SDW shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including without limitation acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the services.

X. THIS CONTRACT SHALL BE INTERPRETED UNDER THE LAWS OF THE STATE OF CALIFORNIA.

All terms stated in this Contract are understood and agreed to by:

Signature: _____ Date: _____

Print Name: _____

Fax, mail or email all 3 pages of this contract to: SiteDesignWorks 813 Reddick Street Santa Barbara, CA 93103
Tel: 800-876-6425 ext 230 or 805-963-0439 ext 230 Fax: 805-965-0496 Email: johanna@serbin.com