



WEB DESIGN & HOSTING CONTRACT

WEBSITE OWNER INFORMATION:

Name: _____ Company: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

I was referred to SiteDesignWorks by: _____

Circle Project (if Applicable): Directory of Illustration • Medical Illustration Sourcebook • Designer Jewelry Showcase
PhotoPlus Expo • Best of Photography • Best of College Photography

DOMAIN NAME INFORMATION:

Domain Name: _____ Check availability 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 at least one number and not be identical to each other. Repetitive characters such as 1111111 will not be accepted.

CHOOSE A WEB PACKAGE:

Pre-Designed Website - \$475 Choose a Style:

SDW will build and host an individual website using a pre-designed style, found at www.sitedesignworks.com/styles, that uses 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 - \$50/hour In-House Design, \$100/hour Custom ASP 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 OPTIONAL SERVICES:

Email Account: \$5/month. *A professional email address associated with your domain name (See Item C)*

Choose your desired email Identity: (Identity@yourdomain.com): _____

Traffic Reporting: \$5/month. *Monitors your website's visitor count, visitor activity and referrals from other websites. (See Item D)*

Image Transfer: \$275/year. *Add unlimited images to your website from your content manager. (See Item E)*

Multiport: \$35 setup fee. *Split your Portfolio into sections/categories. Not available with full Flash websites. (See Item F)*

Search Engine Submission: \$35. *Introduce your website to the Search Engines. Does not guarantee a listing. (See Item G)*

HOSTING:

Hosting is \$22 per month. Hosting is automatically billed to the credit card you provide below on the day your website becomes "live" (available to the public). Thereafter, your card will be 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.** (See Item B)

I authorize SiteDesignWorks to charge the following credit card for my website's recurring monthly fees (hosting):

Card #: _____ Expiration Date: _____

Name on Card: _____

Signature: _____ Date: _____

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.

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 or mail 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

All Website Materials & Artwork/Images Due 60 Days after submission of contract.