

Web Woman Design Agreement

The following is an agreement between Web Woman Design, having it's business at 69 Spring Street, Contoocook, New Hampshire and _____, ("Client"), having it's principle headquarters at _____ .

Services to be provided:

Web Woman Design shall provide the services outlined in the attached schedule of services.

Initial design work shall begin on or before _____, and be completed on or before _____.

Initial design work shall be completed in three creative rounds (a draft and two revisions). If further work is required by the client, it shall be billed at \$20/hour. Web Woman's ability to complete initial design work within the designated time frame is dependent upon the Client's prompt review and response to each creative round. A delay on the part of the Client will result in a delay in the completion of the initial design and publication of the website.

Site Management and Updates

The client shall be responsible for regularly reviewing the website and providing updated information to Web Woman Design. Web Woman Design shall perform site updates within 4 days of receipt of the information. If Web Woman Design expects to be unavailable for a period of time greater than 4 days, Web Woman Design will notify client by e-mail, giving as much notice as possible. In such cases, updates will be completed within 4 days of Web Woman Design's return to service.

Updates should be provided by the client in digital format, to avoid a re-typing fee. Web Woman Design will apply the changes to the website in a "copy & paste" manner. Therefore all text should be in final, web-ready format. Web Woman Design will not re-write or "flesh out" suggestions for text provided by client, but will simply insert the material provided into the site and format it to match the rest of the site.

Billing

For site design, terms are 50% down and 50% on completion.

For site maintenance and web hosting services, Web Woman Design shall bill client quarterly, on March 1, June 1, September 1, and December 1 of each year. The first billing shall include the hosting and maintenance costs to date, plus hosting fees for the upcoming quarter. Thereafter, hosting shall be paid "ahead," and maintenance shall be paid after provision of services.

Payment is due within 30 days of the date of the bill. For web-hosting accounts, any bill that remains unpaid after 60 days, without alternative arrangements having been made, Web Woman Design reserves the right to shut down the website until payment has been made in full. A \$25 reactivation fee shall be charged to resume operation.

It is understood that Web Woman Design cannot control pricing by web hosting services, including those to which Web Woman Design refers Client. A price increase by the web hosting service shall result in a corresponding price increase to the Client.

Ownership

If Web Woman Design registers or otherwise manages the client's domain name, it is understood that the domain name is and remains the property of the client. Control of the domain name shall be immediately relinquished upon the request of the client.

The website produced by Web Woman Design, on behalf of the client, is the property of the client, so long as the client has paid Web Woman Design in full for all design, maintenance and hosting services. Website materials will be provided to the client on a CD-ROM at the request of the client. Client shall be entitled to one CD-ROM per year, free of charge. Additional CD-ROMs will be provided, upon request, at a cost of \$2.00 per CD. All materials on the website or on CD-ROMs may be used or modified by the client in any way the client wishes, both during and after the term of this contract.

Underlying concepts and techniques used to create the website or its graphics remain the intellectual property of Web Woman Design and may not be claimed or copyrighted by client, in any way that will prevent Web Woman Design from using these concepts and techniques with other customers.

Web Woman Design reserves the right to display a snapshot image and a hyperlink to the Client's website in an on-line portfolio of Web Woman Design's professional work.

Liability

Web Woman Design shall not be liable for any copyright violations incurred by text, pictures, or any other material supplied by client. Client shall be responsible for obtaining permission from the owner of any such material before providing it to Web Woman Design for inclusion in the website.

Web Woman Design shall ensure that all material supplied by Web Woman Design for the client's website is free of copyright and available under public domain, or shall obtain permission from the owner of the material to use it in the client's website.

Web Woman Design shall not be held liable and shall not be a party to any legal action resulting from the inclusion of any content on the website that is supplied by the client.

Termination

This agreement may be terminated by the Client upon a minimum of 7 days written notice to Web Woman Design.

Web Woman Design warrants that it is currently available and able to complete the initial design and publication of the Client's web site in a professional and timely manner. However, Web Woman Design may terminate this agreement during the design phase for the following reasons: serious illness, injury or disability, failure of the Client to pay the required deposit, failure of the Client to cooperate meaningfully in the design process, or any unforeseen circumstances that seriously hinder or prevent Web Woman Design from completing the terms of the agreement. Such termination shall be made with 7 days written notice to the Client.

Web Woman Design may terminate web hosting and maintenance services upon 45 days written notice to the Client.

Upon termination by either party, and upon full payment by Client of all outstanding charges, Web Woman Design shall make all completed website materials and pertinent domain and hosting information, including access passwords, available to Client.

Signatures

_____ Name	_____ Position	_____ Date
_____ Lorraine Ellis for Web Woman Design		_____ Date