



SolidHostDesign, Inc.

Web Development and Design Contract

Company / Client _____

Phone _____

Authorized Representative of the Client: _____

Address _____

City _____ State _____ Zip _____ Country US

E-mail address _____

Present WWW URL (if any): _____

User Name _____ Password _____

DNS Registration Info

Registrar: _____

LOGIN ID/#: _____ PSWD: _____

Terms of Agreement

1. Authorization

The above named client is engaging SolidHostDesign, Inc., a Florida based corporation, located at POB 340007 Tampa, FL., as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and SolidHostDesign, Inc. will be known as the "Developer" or "SHD."

If the work being done is for a new and not a pre-existing web site, the Client will establish a separate contract with an Internet Service Provider (ISP) for hosting, or at the client's request, the Developer will establish one for the Client. The Client hereby authorizes the Developer to access this account, and authorizes the Host Provider to provide the Developer with "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.

2. Standard Hosting Service

It is agreed that this Client has the option to have their web site hosted by SHD, an internet hosting reseller or the hosting service of their choice assuming there are no compatibility issues. This decision must be made prior to the beginning of the web site design project.

In the opinion of the Developer, SHD as a Host Provider offers superior service and affordable value. The Developer will secure this account on behalf of the Client if requested. We offer the Client the option to secure an account independently as a way to help the Client control cost. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Developer to secure and maintain this account.

Please note: Using an alternate host is always an option for the Client. Should the Client desire to use a Host Provider other than SHD, the name of the host provider and the terms of the hosting agreement will be listed in Appendix A.

3. Domain Registration

The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price quoted by this agreement. These are domain name fees, and are not a source of income for the Developer.

If the Client already has a domain name, and/or has an existing web site that is being moved to a new web server (hosting service), the Developer will coordinate redirecting the address to the new web server (host).

Should the Client desire a specific domain name which is already owned by another party and negotiations for said domain name must be undertaken by the Developer, additional charges may apply. The Client will be contacted in advance before any negotiations of this nature are undertaken or charges are incurred.

4. Training

The Developer will provide e-mail assistance to the Client's designated representatives regarding management of the Client's web site. Sometimes, however, training for groups on-site at the Client's place of business is desired. If this is desired the charges incurred by the Client for training and the details of what will be provided will be listed in Appendix A of this agreement. It is strongly suggested that any advice provided by the developer with regards to information that should be acquired by the client (book for example) be heeded.

5. Base Package / Graphic Creation / E-mail

This agreement contemplates up to 10 standard (static) branding web pages with layout and graphic creation included. This limitation only applies to "static" web sites. This contract also includes a provision to assist the Client with e-mail setup using the maximum number of accounts allowed by SHD if that is the host chosen by the Client.

6. Text & Graphical Content

Final text should be supplied by the Client in the form of a text file, Microsoft word document (.doc, .dotx), Word Perfect 5.x, 6.x, Open Document (.odt) or as a Rich Text File (.rtf). Graphic content should be in the generally accepted .gif, .jpg, or .png formats. Other formats may be accepted and should be discussed before providing the content to the developer. Any other format may be deemed unacceptable unless otherwise specified in Appendix A. 500 words per page approximate standard if not supplied via diskette. Web pages of more than 800 words of text may be subject to additional fees for increased formatting time.

7. Links.

This agreement contemplates up to an average of 12 external or relative links site wide and an e-mail response link on each web page to any e-mail address the Client designates.

8. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by Firefox, Safari, Internet Explorer 8.0+ and Google Chrome. Compatibility is defined herein as all critical elements of each page being viewable in these browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version, a different brand of browser or plug-in. Client is also aware that as new browser versions are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to re-design a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

9. Graphic Creation / Banner Advertisements.

It is anticipated that the Developer will create, capture or receive from the Client all the graphic elements necessary to complete the Client's web site. This includes a basic logo, buttons, layouts and photography as listed below. This contract does not contemplate, however, the creation of banner advertisements, branding logos.

10. Photography.

For Client's residing in the Tampa Bay area, the Developer will at the request of the Client visit the Client's place of business and capture up to 20 images in digital format for inclusion on the Client's web site. Photographic retouching of these images is included in this agreement. If photographic capture is necessary and the Client's place of business resides outside the Tampa Bay area then additional travel costs may apply.

11. Logo.

A logo to be used for anything other than on the web site is classed as a '*branding logo*'; this incurs a graphic design fee dependant on whether logo is for a business, corporation, non-profit organisation or club. The logo fee will be set out in Appendix A.

12. Page Redirection / Plug-in Technology

Java Script programming necessary to complete the Client's site is included in the base price of this contract. JavaScript programming also includes page redirection based on the presence or absence of a viewer's browser, plug-in, screen resolution and platform. Note however, that if additional pages are necessary to accommodate specific browsers, plug-in technology, screen resolutions, or platforms additional charges may apply if the 10 page maximum contemplated by our agreement is exceeded.

13. Java Applets / Flash Technologies.

This agreement does not contemplate the use of Java Applets or Flash Technologies unless specified in Appendix A. Clients are encouraged to not use Java Applets or Flash Technologies as many viewers Online will be served an error when trying to view the page. Java Applets or Flash Technologies may also 'crash' older computers on download and download times for some viewers can be excessive. In situations where use of this technology is unavoidable all efforts will be made to ensure their use is non-disruptive. Also note use of Flash technology may affect your search engine indexing and ranking. SHD will not be held responsible if this is shown to be the case.

14. CGI / Perl.

This contract contemplates one basic form embedded on the Client's web site with the data captured in each form delivered to the Client at the Client's specified e-mail address. If a specific script beyond this capability is requested by the Client and it must be purchased by the Developer at the Client's request, the charge for the script, if any, will be billed back to the Client.

15. Adobe Flash

Although not preferred due to potentially poor loading speeds, use of Adobe Flash is always an option. If Flash is to be employed, SHD will endeavour to keep its use at a minimum in order to minimize whatever impact on SEO its use could incur.

16. Multimedia

Our agreement includes the use of multimedia technology on the Client's web site.

17. E-commerce.

If the site design is to include an e-commerce capability, the client will ensure the proper fulfillment capability is in place. Usually a shopping cart is required for the Client's site; the developer will determine the best platform to meet this requirement. Additionally the client will need to make arrangement for Debit/Credit Card transaction processing and will need to work with the developer to ensure that it will work within the web site.

18. Secure Certificate (SSL Certificate)

This agreement contemplates the *possibility* of an e-commerce enabled site. If the Client selects an e-commerce enabled site, the Client is encouraged to obtain a secure certificate for online transactions. The Client understands that if they do not obtain their own secure certificate, design capabilities on the shopping cart itself may be limited. Alternatively we can provide a shared SSL certificate but again design capabilities on the shopping cart itself may be limited.

19. Merchant Account

If the Client's web site requires the ability to accept credit cards, the Client will need a Merchant Trading Account. The Client understands that any charges necessary to secure the Merchant Trading Account are not covered by this agreement.

20. ASP / Cold Fusion.

This agreement does not include a provision for using Microsoft ASP or Allaire Cold Fusion technology.

21. Databases.

This agreement includes the creation of MySQL databases as required to support the implementation of the web site.

22. Payment Terms / Work Flow

A non-refundable deposit of 50% is due prior to the beginning of the project. No design will begin before payment is made and signed agreements are received. If a waiting list deposit was made, that fee would be subtracted from the overall project fee. Upon payment of the deposit, the only fee due would be the balance of the project costs.

Once the first deposit is received by the Developer, a basic site design concept will be made available for the Client's viewing and approval within a reasonable timeframe. Usually that timeframe is 7-10 business days. There will be a maximum of 1 concept made available to the client. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs.

Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin. Clients should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer.

Upon completion of the web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. The client understands that once design work is completed and before installation of the finished work on a server, the final balance is due. The final payment will consist of the quoted amount plus any additional expenses incurred in the development of the site. Upon receipt of this payment the site will be published to the client's hosting service or forwarded to the client. The client then has 14 days from completion to make change requests.

Final payments not made within 7 days of completion will be accessed an additional fee of \$45.00 a day. If no payment has been received nor any communication made between SolidHostDesign & the client within 14 days of the completion, the project will be cancelled, artwork deleted and all money paid to SolidHostDesign by the client will be forfeited by that client.

Future work will require payment in full before beginning of the project. Developer reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

23. Client Amends

Developer prides itself in providing excellent customer service. That is the spirit of our agreement and the spirit of the Developer's business. To that end, we encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already been built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed 10 page maximum. If significant page modification is requested after a page has been built to the Clients specification, we must count it as extra design work.

Some examples of significant page modification at the request of the Client include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company header / logo graphic at the Client's request.
- Replacing more than 75% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Clients request.
- Significantly reconfiguring the Client's shopping cart with new product, shipping or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement which exceeds the page maximum. If significant page modification is requested by the Client after the page maximum has been reached the charge will be \$50.00 for each additional page. Moderate changes, however, will always be covered during our development of the site and also covered by our one month of free maintenance.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We cannot, however, provide major redevelopment services in excess of the page maximum contemplated by this agreement.

24. Maintenance Agreements

Maintenance Agreements are negotiated on a Client by Client basis as each Client will have differing needs. This is another way the Developer seeks to help the Client control cost. If you have chosen a Maintenance Agreement the terms of such will be considered separate from this agreement.

Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such services as general site monitoring and maintenance of software add-ins, performing regular backups of the complete site and associated databases, working to mitigate attempts by outside entities to breach the site's security, managing disc space usage, changing price to an item, adding additional inventory, making moderate graphic changes, and coordinating delivery of the web site with the Host Provider. In the other agreement, the customer pays on an 'as needed' hourly basis.

25. Third Party or Client Page Modification

Some Clients will desire to independently edit or update their web pages after completion of the site. This is always an option for Clients of the Developer. If the Client desires this capability, it will need to be specifically listed. Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the web site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at an hourly rate of \$50. There is a one hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

26. CD Burning.

The Developer will burn one copy of the Client's web site into a CD at the Client's request upon completion of the site. Additional copies of the CD are available for \$10.00 each.

27. Search Engine Registration

The Developer will optimize the Client's web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to Yahoo, Bing and Google's search engines and directories. The Developer also offers advanced search engine optimization and site promotion services. If advanced search engine optimization are desired the agreement for said services will be listed in Appendix B.

The Developer encourages all commercial Clients to obtain advanced Search Engine Optimization services.

28. Assignment of Project

The Developer reserves the right to assign certain subcontractors to this project to insure the right fit for the job as well as on-time completion. The Developer warrants all work completed by subcontractors for this project. When subcontracting is required, the Developer will only use industry recognized professionals.

29. Additional Expenses.

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request,
- Purchase of specific photography at the Client's request.
- Purchase of specific software, design templates or licenses at the Client's request.

30. Copyrights and Trademarks

The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

31. Age

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract on behalf of the Client.

32. Limited Liability

Client agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, warez, piracy, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or warez web site for the Client. The Developer reserves the right to determine what is and is not pornography.

33. Indemnification.

Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's web site. This includes liabilities asserted against the Developer, its subcontractors, its 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 the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

34. Laws Affecting Electronic Commerce.

The Client agrees that they are responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend the Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

Client also understands that the Developer cannot, nor will the Developer, provide legal advice.

35. Ownership to Web Pages and Graphics.

License to the finished assembled work of web pages produced by the Developer, and the graphics, shall be vested with the Client upon final payment for the project.

This license gives the Client the right to use the elements designed for their web site as a whole. The client cannot re-sell the web pages, design, source code or layout. The client cannot edit the source code to create new pages. The Client may add new pages to their site but each new page must contain the original source code and follow the same design structure as the rest of the site.

Copyright is retained by the Developer. This Copyright is retained in order to speed the development process with each successive Client.

36. Design Credit.

Client agrees that the Developer may put a by-line on the bottom of their web site establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

37. Nondisclosure.

The Developer, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

38. Client Referral Commission Program

The Developer recognizes 'word-of-mouth' advertising as our most favourable method of developing new business. As such, we want to reward customers who are pleased with our work and refer us to another individual, business, or organization.

If you refer our services to another party and we ultimately establish a contract with that party, we will provide you, the Client, with two months of free maintenance service. For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

39. Completion Date

The Developer and the Client must work together to complete the web site in a timely manner for both parties to remain profitable.

- 1. The Developer agrees to have an initial web site concept presented to the client no later than:

- 2. We agree to have an initial web site concept agreed upon no later than:

- 3. We agree to work expeditiously to complete this project no later than:

40. Cancellation

Cancellation of the project at the request of the Client must be made by registered mail or electronically via e-mail sent to sales@solidhostdesign.com . In the event that work is postponed or cancelled at the request of the Client via any means, the Developer shall have the right retain the original 50% deposit. In the event this amount is not sufficient to cover the Developer for time (\$50 per hour) and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via listed means to stop work. Final payment will be expected under the same terms as listed in Article 22 above.

Cancellation of the project at the request of the Developer must be made by registered mail. In the event that work is postponed or cancelled at the request of the Developer (by registered mail or electronically via e-mail sent from sales@solidhostdesign.com), the Developer shall have the right retain the original 50% deposit. In the event this amount is not sufficient to cover the Developer for time (\$50 per hour) and expense already invested in the project, additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered mail to stop work. Final payment will be expected under the same terms as listed in Article 22 above.

43. Arbitration.

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the County Civil/Small Claims Court of Hillsborough County in the State of Florida or a mutually agreed upon Arbitrator suitor. 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 lawyers' fees and legal interest on any award or judgment in favour of the Developer.

44. Entire Understanding.

This contract and the Appendices attached thereto constitute the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details of our agreement will be attached as Appendix A and Appendix B.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of Florida, US.

On behalf of the Client. _____

Date _____

On behalf of the Developer _____

Date _____

Thank you for choosing SolidHostDesign, Inc.