



Solid Host Design, Inc.
POB 340007 Tampa, FL 33694

Website Maintenance Contract

Contact Name _____
Phone _____ Cell _____
Company/Client _____
Address Line 1 _____
Address Line 2 _____
City _____ State _____ ZIP _____
E-mail address _____
WWW URL <http://> _____
Domain Name Info
Registrar: _____
User Name: _____
Password: _____

Our desire is to ensure client satisfaction. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization.

The above-named client is engaging

SolidHostDesign, Inc
PO Box 340007
Tampa, FL. 33694,

as an independent contractor for the specific project of maintaining a World Wide website installed on the client's web space on a web hosting service's computer. The client hereby authorizes SolidHostDesign, Inc. to access this account, and authorizes the web hosting service to provide SolidHostDesign, Inc. 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. The client will provide this access at the time of signing the contract, to SolidHostDesign, Inc. in the form of user name and password.

2. Standard Webmaster Package Elements. SolidHostDesign, Inc. includes the following elements in their Standard Webmaster Packages:

E-mail/phone consultation (Up to 1 hour total general Internet orientation education and web design consultation per month. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation will be an additional charge to be determined at the time that more is requested.)

Changes to existing text and in-line graphics where the graphics and words of text will be supplied by the client. There is a 300 words per page approximate maximum if not supplied via CD or attached to an email message. Updates must be supplied either of the following file formats: .doc, .docx, .txt, .odt, xls, or rtf, .gif, .jpg, .jpeg, .png, .psd, or .ai formats. Web pages of more than 1,200 words of text may be subject to additional fees if they require a great deal of formatting. Creation and deletion of entire pages and sections of the website.

Minor modifications to existing custom software that is part of the website. The installation of most open source software. All software modification and installation is included or excluded at the sole discretion of SolidHostDesign, Inc.

Updating Links, including notifying client of any links to external pages (pages not on the client's website) that point to pages that are no longer reachable.

Custom Graphics Package. Any individual graphic element (Top-of-page graphic for all pages in your website, colorful lines and bullets, etc.) may be changed at most 1 (one) time every 6 (six) months. Additional changes may be subject to additional fees. Some changes may actually require a theme modification.

Installation of updated web pages on the client's web hosting service.

Updating E-mail response link on each web page to any e-mail address the client designates. This may be changed at most 2 (two) times every 6 (six) months. Additional changes may be subject to additional fees.

Elements that are specifically excluded from the Standard Webmaster Package include, but are not limited to the following, all at the sole discretion of SolidHostDesign, Inc.:

- Major changes to the site's design
- Creation of new custom software
- Major modifications to existing custom software
- Any ecommerce capabilities
- Professional photography

3. Standard Webmaster Packages. The text and graphic content of the web pages will be supplied by the client. Where additional work (beyond the scope of the "Standard Webmaster Package Elements" detailed above) is requested, pricing will be determined prior to work being performed.

4. Online stores. The text and graphic content of the web pages will be supplied by the client. We include e-mail / phone consultation of up to 1 hour per month of total general Internet orientation education, Web site design consultation and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be included in the monthly fee.

5. Web design maintenance period. If the client had SolidHostDesign, Inc. design the site, a period of minor web page maintenance to regular web pages (not store product pages) may have been included. Regardless of the date that maintenance period ended, this contract is valid beginning on the date indicated herein.

6. Repairing damage. If the client or an agent other than SolidHostDesign, Inc. attempts updating the client's pages, cost to repair web pages will be an additional charge to be determined at the time that the repair is requested and/or deemed necessary by SolidHostDesign, Inc. This is not included as part of the webmaster services.

7. Changes to Submitted Text. Please send us your final text. Time required to make substantive changes to client-submitted text after new web pages have been constructed or existing web pages have been modified will influence the cost of future webmaster services after this contract is up.

8. Web Hosting. The client understands that web sites require a separate contract with a web hosting service. The client agrees to use a web hosting service which allows SolidHostDesign, Inc. full access to the website via FTP and telnet. The web hosting service should also feature a cgi-bin directory accessible via FTP and telnet if additional site design and development requested by client makes such a feature necessary.

The client further understands that if the web hosting service's operating system is not an "ix" based system, standard CGI software may not work, and providing a substitute may incur additional charges. It may be that the current website needs to be moved to accommodate a feature requested by the client. If requested, SolidHostDesign, Inc. can perform the tasks listed in this section on the client's behalf for an additional charge to be determined at the time this contract is signed. The additional charge does not include fees or charges by the web hosting service. If requested, that charge will be \$40.00.

9. Notification of updates. SolidHostDesign, Inc. will often perform routine maintenance and updates to the website without it being requested by the client. Specific updates requested by the client must be submitted in the form of a written update order. Email to the webmaster e-mail address for the site in question is the preferred method, but any letters can be sent to:

**Solid Host Design, Inc.,
PO Box 340007
Tampa, FL 33694
Attention: WEBMASTER**

10. Timely Updates. When an update to the website is requested, SolidHostDesign, Inc. and the client must work together to update it in a timely manner. We agree to work expeditiously to update the website no later than four business days after all material required for the update is received by SolidHostDesign, Inc. from the client. If the client does not supply SolidHostDesign, Inc. the complete text and graphics content required for the update within the time allocated above, SolidHostDesign, Inc. is not required to update the

website with any partial content. SolidHostDesign, Inc. is released from any liability due to the website not being updated.

11. Cancellation of Contract. This contract is ongoing. If the client wants to cancel the contract, two months written notice must be given. If SolidHostDesign, Inc. needs to increase the price, the client may instead elect to cancel the contract. Cancellation at the time of a price increase does not require two months advance notice from the client. In the event of cancellation, written notice is still required from the client.

12. Use of Subcontractors. SolidHostDesign, Inc. reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

13. Disclaimer. Although SolidHostDesign, Inc. will do our best to insure that the pages are functioning and available for viewing on demand, due to the nature of the internet and the technology being employed on your web site (sit is not possible to guarantee 100% availability at all times.

Therefore, SolidHostDesign, Inc. does not warrant that the functions contained in the web pages (or the client's web site) will meet the client's requirements 100% of the time or that the operation of the web pages will be uninterrupted or error-free.

The entire risk as to the quality and performance of the web pages and website remains with client.

Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, LOST PROFITS, WHETHER OR NOT FORESEEABLE OR ALLEGED TO BE BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE OR STRICT LIABILITY, ARISING UNDER THIS AGREEMENT, LOSS OF DATA, OR ANY PERFORMANCE UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THE MAXIMUM REMEDY AVAILABLE TO EITHER PARTY IS ANY AMOUNT PAID BY CLIENT HEREUNDER.

SolidHostDesign, Inc. MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY PRODUCTS, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES.

14. Indemnification. Client shall indemnify and hold harmless SolidHostDesign, Inc. (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) incurred by SolidHostDesign, Inc. as a result of any claim, judgment, or adjudication against SolidHostDesign, Inc. related to or arising from (a) any photographs, illustrations, graphics, audio clips, video clips, text, data or any other information, content, display, or material (whether written, graphic, sound, or otherwise) provided by client to SolidHostDesign, Inc. (the "Client Content"), or (b) a claim that SolidHostDesign, Inc.'s use of the client's content infringes the intellectual property rights of a third party.

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

16. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend SolidHostDesign, Inc. and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

17. Copyright to Web Pages. Upon continued payment of this contract, rights to the assembled work of web pages produced by SolidHostDesign, Inc. is transferred to the client for use on one web domain. Any work copyrighted by someone other than SolidHostDesign, Inc. (including but not limited to open-source software and stock images) remain the property of their respective owners. SolidHostDesign, Inc. and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios, and to re-use source material as needed for other projects.

18. Payment of fees. The first monthly payment to SolidHostDesign, Inc. for webmaster services is due upon signing this contract. If payment cannot be made at the time this contract is signed, the contract will not be effective until payment is made. The actual webmaster services will not be rendered prior to payment being received.

All payments will be made in US funds. If a monthly payment is not received, all webmaster services will be suspended until monthly payments resume. If monthly payments do not resume and two months notice was not given, the client will be billed for two additional months and webmaster services will remain suspended.

In order for SolidHostDesign, Inc. to remain in business, payments must be made promptly. SolidHostDesign utilizes an automated accounts receivable system. This system tracks all invoicing and account payments. It also automatically suspends and terminates accounts that become seriously delinquent in payments.

To ensure clients are aware of upcoming due dates for services rendered, invoice notifications are sent out 14 days prior to their due dates and again on the day prior the due date. Overdue notifications are generated on the first, fourth and seventh day after the due date has passed. Late fees are added after the invoice has been overdue for six days.

The system will automatically suspend your account If, after 15 days, an outstanding invoice still exists. The system will also terminate the account if the same situation exists after 30 days. The system will continue to generate invoices even if a prior one has gone unpaid.

Effective September 1st, 2011, any account deemed delinquent (fees unpaid as of their due date) will have a late fee applied to their bill. A 20% fee will be added to the invoice that is late in being paid. Any requested work on associated web sites will not go forward until the bill is paid and current.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by SolidHostDesign, Inc.

Clients with sites hosted by SolidHostDesign, Inc. who have failed to review and/or agree or to disagree with the terms set forth in this document have by default agreed to the provisions in this document. By paying for web site hosting you agree to the terms of this document.

Regardless of the place of signing of this agreement, the client agrees that for purposes of venue and jurisdiction, this contract was entered into in Tampa, Florida, and any dispute will be litigated or arbitrated in Hillsborough County, Florida. Please pay on time.

19. Legal Responsibility. The client alone is responsible for the content of the website, including but not limited to any pictures, videos, text or merchandise. SolidHostDesign, Inc. is not responsible for any items that are found to be illegal in any way.

20. Sole Agreement. The agreement contained in this "Web Site Hosting Contract" constitutes the sole agreement between SolidHostDesign, Inc. and the client regarding this website. Any additional work not specified in this contract must be authorized by a written update order. All prices specified in this contract will be honored until further notice.

21. Amendment. The parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the parties.

22. Payment

The amount of this contract is \$_____ per month, plus \$_____ server setup fee.

The discounts applied to this contract total \$_____.

The total amount of this contract is \$_____ per month, plus \$_____ server setup fee.

Monthly Invoices are due on the first of each month.

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):

_____ Date _____

_____ *P.C. Bennett* _____ Date _____

On behalf of SolidHostDesign, Inc. (authorized signature)