

LB WEBSITES, a division of Little Box Hosting
WEB SITE DESIGN PROJECT CONTRACT

Package Type: [insert package type here or description of services]

Client Information:

[insert client name here] [insert client title(s) here if any]

1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging LB Websites as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided via e-mail at the clients request. The Client hereby authorizes LB Websites to access or create this account, and authorizes the Hosting Service to provide LB Websites and its designer, Jo Ann Rice and/or Adam East, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes LB Websites to submit the completed Web Design Project to major Web Search Engines if the Client hires this service. Web Search Engine submission is a separate service which can be purchased, at the rate of \$15.00 per submissions session, at the time of agreement or any time thereafter.

2. Development.

- **Compatibility** - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. LB Websites represents and warrants that the web site we design for you will work in:
 - Microsoft® Internet Explorer versions 7 and up
 - Mozilla Firefox version 3.0 and up
 - Google Chrome current versions at the time of this contract

Although these are the major browsers in use, the site should render correctly in most any browser providing they are versions within the past couple years at the time of this contract.

While LB Websites will make reasonable efforts to design a fully-functional web site, LB Websites' warranty does not cover AOL, text-based browsers or any requested special effects that we have advised you against.

- **For People with Disabilities** – LB Websites' standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

3. Assignment of Web Design Project.

LB Websites reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Jo Ann Rice and/or Adam East and/or LB Websites for inclusion in the Web Design Project 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, indemnify and defend Jo Ann Rice and/or Adam East and LB Websites and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages at the charge of \$30.00 per hour (minimum of \$15.00 per request) or at the monthly fee, if any agreed to, in the included price breakdown below. Maintenance is considered to include updating links and making minor changes to a sentence or paragraph. It does not include major page reconstruction, new pages, addition of new elements such as, but not limited to: guest books, discussion boards or forums, navigation structure changes, repairs of attempted updates by Client or Web Design Projects delivered to Client via e-mail or U.S. mail. The maintenance period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the per hour rate of \$30.00 (Notice: This rate is subject to change at any time) to be paid within 30 days of the completion of the changes. Monthly rates are available should the client need continual changes to the website outside of the original contracted work.

Website Maintenance Plans

We have 3 plans available for your maintenance needs: Per Hour, Monthly & Yearly as described below:

Per Hour

\$30 per hour on an as needed basis, this would include any changes at all that you require for your site.

Monthly

\$50 per month on a monthly maintenance schedule. This would include 2 hours per month maintenance changes (a \$10 savings over the hourly rate of \$30), not to include any major theme changes. This would cover:

- Image editing, adding, processing, sizing, etc.
- Adding/editing/removal of basic elements such as creating a form, gallery, forum/message board, chat, guestbook and a large number of other possible additions.
- Reworking of text to include/remove/edit the current text content of the site.
- Working with account information for adding things such as ftp accounts, email accounts, server settings.

- Adding/Removing pages of the website.
- Bi-Weekly Backup of all site data, databases, and all corresponding files to a .zip file which can be downloaded by the customer.

And various other basic maintenance functions that do not include reworking, editing, removal, structural changes, or any other changes that affect the structure of the theme and it's main elements (basically this does not include a rework of the site's theme, that would need to be contracted as main work for the site).

All hours of work after the 2 hours for the month would be charged at the normal rate of \$30 per hour. Hours cannot be borrowed from other months on a monthly maintenance schedule. Unused maintenance hours are not refundable nor do they roll over to the next month on a monthly maintenance schedule.

Yearly (Best Deal)

\$420 per year (\$35 per month) on a yearly maintenance contract. This includes all of the monthly maintenance schedule services as well as the ability to:

- Roll over the unused time to the next month until the end of the contract (unused hours at the end of the contract year are no longer able to be rolled over, and are non refundable).
- Ability to use the 24 hours at any time, for any month(s).

All hours of work after the 24 hours for the year would be charged at only \$15 per hour for a savings of 50% off the normal \$30 per hour rate.

6. Completion Date.

LB Websites and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 60 days after Client has submitted all necessary materials. If the Client does not supply LB Websites with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by LB Websites as liquidated damages and the contract shall become null and void, at LB Websites' option, unless the Web Design Project is canceled in writing by the Client prior to 30 days of the effective date of the agreement.

7. Project Delivery.

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via e-mail upon the receipt of full payment. If the Client does not hire the hosting services through LB Websites, the Client agrees to select a hosting service which allows LB Websites full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges that are not included in the original contracted work package.

8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Jo Ann Rice and/or Adam East and LB Websites and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright.

Copyright to the finished web design site produced by LB Websites will be owned by Jo Ann Rice and/or Adam East and/or LB Websites. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. LB Websites and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to LB Websites' Design Services Web Site.

10. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. LB Websites reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by LB Websites. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Baldwin County, Alabama or Cleveland County, North Carolina, and any dispute will be litigated or arbitrated in Baldwin County, Alabama or Cleveland County, North Carolina and the Client hereby consents to the personal jurisdiction of the Alabama or North Carolina State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Updating of the website occurs only after the full final payment is made. All payments will be made in U.S. Dollars.

11. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and LB Websites agree that the services described in this contract, and the Package Price, shall be completed for the estimated price of \$ _____ as per the attached price breakdown. The Client agrees to pay to LB Websites an initial, non-refundable deposit of \$ _____ (50% of the estimated total cost) upon execution of this agreement. Final payment must be paid and cleared through financial institutions involved prior to publication and/or delivery of the Web Site Design Project. The Client will be responsible for any and all fees incurred due to insufficient checks or other payment cancelling issues. All amounts must be in U.S. Dollars. All amounts must be in U.S. Dollars.

12. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither LB Websites nor any of its employees or agents warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Jo Ann Rice and/or Adam East and/or LB Websites be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, Hosting Service interruptions, any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if LB Websites has been advised of the possibility of such damages.

13. This Agreement.

This agreement constitutes the sole agreement between LB Websites and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and LB Websites. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement (hosting services provided by LB Websites, which are part of the initial package, are not subject to the six months contract renewal requirement).

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

(Sign) By _____ Date

(Print) Name:

Title:

Address:

Phone:

E-mail:

LB Websites

By _____ Date

Jo Ann Rice or Adam East

It's Authorized Representative