Website Maintenance Contract

Contact Name _____

Company Name _____

Phone _____ Alternate Phone _____ FAX _____

Address _____

City _____ State _____ ZIP _____ Country _____

E-mail address _____

Present WWW URL _____

Current Web Hosting Company _____

Control Panel Web Address (if applicable) _____

Username _____ *Password* _____

Our desire is to delight the client. 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 Build IT Hosting LLC, as an independent contractor for the specific project of maintaining a custom World Wide Website that is currently installed on the client's web space on a web hosting service's computer. The client hereby authorizes Build IT Hosting to access this account, and authorizes the web hosting service to provide Build IT Hosting with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2. Maintenance Agreement. Build IT Hosting includes the following elements in their Maintenance Agreement:
    a. **E-mail/phone consultation** (Up to 1 hour, per month, general Internet orientation education, marketing strategy, and Web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of $35.00 with a 1-hour minimum.)
    b. **Update or addition of Links** to external pages, up to 2 per month. (These are links to sites other than pages on the client's site.)
    c. **Content Changes** to web pages. Updates to content of the web pages will be supplied by the client and executed as specified by the client. Changes made on up to 5 pages (does not include removing more than 50 words or 25% of the text from a page and replacing it with new text, whichever is greater or the addition of features.)
    d. **Addition of pages** to web site. Addition of up to 1 new web page per month. This additional page must be added with the same layout design as previous pages with no additional features added. This page must also NOT affect the main navigation of the site (i.e. the link to this page must be either from a graphic on a current page or as a text link from a current page.) If changes to the main navigation of the site is required (adding a button, changing the drop down menus, etc.) an additional charge of $5.00 per page will be made for that month's billing.
    e. **Installation/Update** of web pages on the client's web hosting service.

3. Changes over and above these limits will be billed at the hourly rate of $35.00 with a 1-hour minimum. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, web page design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn the layout of the site for site maintenance. CGI, Java, Shockwave, or Flash programming charges (if any) are not included in this rate.

4. Third-Party Repairs. If the client or an agent other than Build IT Hosting attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate of $35.00 with a 1-hour minimum, and is not included

as part of the terms of this maintenance contract. Changes made by any agent other than Build IT Hosting may not be recovered if repair is needed. Additional changes billed at hourly rate ($35.00 with a 1-hour minimum). For online stores, this includes only "regular" pages, not product pages or the ordering system pages.

5. Changes to Submitted Text. Please send us your **final text**. Time required making substantive changes (more than 20 words or 10% of the text) to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate ($35.00 with a 1-hour minimum).

6. Payment of Fees. Invoices for maintenance contracts will be sent out electronically by email on or about the 1st of every month. Terms of these invoices are Net 30 (full payment, including tax, within 30 days from the date of the invoice) to Build IT Hosting. All payments will be made in US funds via PayPal.

7. Assignment of Project. Build IT Hosting reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

8. Warranty. While complete customer satisfaction is desired, Build IT Hosting does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements 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 is with client. In no event will Build IT Hosting be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Build IT Hosting has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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

10. 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 Build IT Hosting and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

11. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by Build IT Hosting is owned by Build IT Hosting. Text, graphics, and photos that are provided by the client remain owned by said client. Upon final payment of this contract, the client is assigned rights to use as a website the design and graphics contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Build IT Hosting and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

12. Late fees. Delinquent bills will be assessed a $15 charge if payment is not received within 10 days of the due date (30 days after invoice date). If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Build IT Hosting reserves the right to remove web pages from viewing on the Internet until payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Build IT Hosting. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Detroit, Michigan, and any dispute will be litigated or arbitrated in Detroit, Michigan.

13. Sole Agreement. The agreement contained in this "Website Maintenance Contract" constitutes the sole agreement between Build IT Hosting and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

14. Maintenance Terms. Build IT Hosting offers two forms of maintenance contracts.

_____ **12-Month Maintenance Program.** This program is a twelve (12) month financial commitment. The client is allotted the change limits listed in paragraph two (2) above during each calendar month during the term of this contract. During each calendar month the client can request changes (limited as listed above) to their web site. A monthly payment of **$35.00 (plus tax, if applicable)** is billed on the first and due by the 30th of each month. This contract is signed with a 12-month commitment commencing the first of the month following the signing of this contract. This payment will be made even if the client provides no changes made to their website during any 30-day period.

_____ **Month-to-Month Maintenance Program.** This program holds no monthly commitment. The client is allotted the change limits listed in paragraph two (2) above during any calendar month period. During any calendar month the client can request changes (limited as listed above) to their web site. A fee of **$60.00 (plus tax if applicable)** is billed on the 1st of the following month for service performed. Any changes (regardless of size) will initiate the billing process for this maintenance program.

15. Cancellation: If the client desires to cancel a month-to-month maintenance contract, no action is necessary. If the client desires to cancel a 12-month maintenance contract a $100.00 cancellation fee (or the remainder of the contract, whichever is less) must accompany written notice 30 days prior to the next billing cycle (i.e. notice must be received August 1 to end the contract September 1). This cancellation notice should be sent to Build IT Hosting, via email (admin@buildithosting.com).

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 _____

On behalf of Build IT Hosting, LLC (authorized signature)

_____ Date _____