

Website Design Agreement

This website design agreement represents the complete agreement and understanding between LocalWebAgent.com (aka Jason VanTrees hereinafter called Developer) and the account holder (hereinafter called Client) and will stand good to any prior written or oral agreements. It is LocalWebAgent.com's desire to delight the client with a standard website to help increase the client's online presence. The following are the terms of our agreement.

Authorization: The Client is engaging the Developer as an independent contractor for the purpose of designing or redesigning an existing World Wide Website (hereinafter referred to as Project) to be installed on the Client's Internet website hosting provider (ISP / WPP). The Client hereby authorizes the Developer to access this account and its website hosting provider to provide the Developer with full access to the Client's account, and any other programs needed for the Project that are included as part of the Client's service agreement. The Client also authorizes the Developer to submit the complete Project and update Client's information to Internet Search Engines and online directories. The Client also authorizes the Developer to reserve the right to use outsourcing and assign subcontractors to complete tasks as needed.

Development: The Developer will include, but not be limited to, the following elements for the Client within the Project: A five page website consisting of a home page, a about page, a disclaimer page, a privacy policy page, and a contact us page. Content and up to five (5) images provided by or approved by the Client. Installation of the Project to the Client's Internet Service Provider's host computer. Setup up to five email addresses or forwarders if available and needed by Client. Submit Project details along with updating the Client's profile, if needed, with at least three Internet search engines or directories. Test accessibility to the completed live website in at least two web browsers. Produce two (2) separate backup copies of the website pages along with a text file of Project's passwords and information, one backup copy for the Client on a CD disk and one backup copy for the Developer to keep on file for at least 180 days for the Client.

THE DEVELOPER WILL MAKE REASONABLE EFFORTS TO DESIGN THE WEBSITE TO WORK IN ANY TYPE OF INTERNET WEB BROWSER BUT DOES NOT WARRENTTEE THE WEBSITE PAGES TO WORK IN ALL INTERNET WEB BROWSERS.

Website Plan: The Client will supply the the Developer content, in word or text form, and up to five(5) "high quality" images to use in the Project via email or portable storage. Notwithstanding any prices listed in literature or on Web pages, the Client and Developer agree that the services described in this agreement shall be completed for the set price of Three Hundred Dollars (\$300).

In the case that the Client wants more or additional services for the Project not listed within this contract, the Client can request more or additional services with the "Additional Service Request" form located on the Developer's website at localwebagent.com. The completed Additional Service Request form will only be honored when signed by both the Client and Developer.

**LocalWebAgent.com PO Box 491 Celina, Ohio 45822
Phone 800 260 9450 - Fax 419 605 0922**

Copyrights and Trademarks: The Client unconditionally guarantees that all materials, including but not limited to, text, images, graphics, logos, trademarks, copyrighted, or other art work furnished to the Developer for the Project are owned by the Client or the Client has permission from the material owner(s) and will hold harmless, protect, indemnify and defend the Developer and its subcontractors from any liability including attorney fees, court cost, any claim or suit, threatened or actual, arising from the use of such elements provided by or approved by the Client.

Internet Service Provider/Web host and Domain Name Registration: The Client understands that any Internet Service Provider services and domain name registration services require separate contracts and fees with such service providers of the Client's choice. The Client agrees to select and use a web host and domain name registrar which allows the Developer full access to the website and needed directories via FTP and login information for updating and correcting data.

Completion Date: The Client and the Developer must work together in conjunction to complete the Project in a timely manner. We agree to work expeditiously to complete the Project within thirty (30) days after the Client has paid the deposit and supplied or reviewed all necessary materials for the Project. If the Client does not supply or agree with complete text and graphics content for this Project within sixty (60) days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by the Developer as liquidated damages and the agreement shall become null and void. It is at the Developer's discretion to extend additional time if pass sixty (60) days unless canceled in writing prior to the 60 day grace period.

Project Delivery: Once the completed website is reviewed and ready for upload to the Clients ISP/Hosting, final payment will be due before the website is published to the World Wide Web. The Developer will help make sure the Clients Domain name and hosting is in place to publish the completed website if needed. The Client understands that they are solely responsible for any type of third party charges such as domain name registration and website hosting.

Copyright to Project: Copyright to the assembled work of the Project website pages produced by the Developer is owned by the Developer up in till final payment of this agreement contract. Once final payment for this contract has been satisfied, all rights owned by the Developer such as the graphics, text, and design in this website are assigned to the Client to use and modify. Rights to graphics, text, images and Common Gateway Interface (CGI) programs which are not owned by the Developer are limited to the Client's use only; the products themselves remain the property of their respective owners. Developer and its subcontractors retain the right to display graphics and other Web design elements as examples of the Developer's work in respective portfolios. Project may contain a copyright/legal statement, an email link back to the Project webmaster, or a logo/text linked to the Developer's website.

Legal: Developer 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 website pages of the Project will be interrupted or error-free. The entire risk as to the quality and performance of the website is with Client.

IN NO EVENT WILL DEVELOPER OR ITS SUBCONTRACTORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY

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LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THESE WEBSITE PAGES OR WEBSITE, EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Electronic Commerce Laws: The Client agrees that the Client is solely responsible for complying with any taxes, laws, and tariffs applicable in any way to the Project or any other services contemplated herein, and will hold harmless, defend and protect the Developer and it's subcontractors from any type of suit, claim, tax, penalty, fine or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such taxes, laws and tariffs.

Payment of Fees: Payments based on the terms of this agreement must be paid promptly. The Developer reserves the right to remove any Project from viewing on the Internet until final payment is made. Delinquent moneys owed will be assessed a \$20 charge if payments are not received within 15 days of the due date. If the amount remains delinquent 35 days after its due date, an additional five percent (5%) penalty will be added for each month of delinquency. In case of collection proves necessary, the Client agrees to pay all fees (including all court cost and attorney's fees) incurred by that process. The Client agrees that for the purposes of venue, this agreement contract was entered into in Mercer County, Ohio.

Payment Schedule: Payment for services by the Developer shall be made in accordance with the conditions of this agreement contract. The Client agrees to pay the Developer an initial, non-refundable deposit of one hundred dollars (\$100) of the three hundred dollar (\$300) Project cost. Any additional services agreed upon for this Project outside of, or in addition to, this agreement will be due upon request for services unless otherwise stated and signed in writing by the Client and Developer.

Exclusive Remedies: Client's exclusive remedies for all damages, losses and causes of action whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this agreement contract and reasonable attorney's fees and court costs.

This Agreement Contract: This agreement contract constitutes the sole agreement between the Developer and the Client regarding this Project. This agreement contract constitutes the entire understanding of both parties. Any modifications or changes thereto must be authorized in writing and signed by both parties.

This agreement begins with an initial payment of one hundred dollars (\$100) and this _____ day of _____, _____.

Developer

Business Name

By:

By:

Title:

Title: