

Please read contract in its entirety. Be sure to initial each page, and sign and date where indicated. Once completely filled out, please fax, scan or mail ALL pages with one of the options above.

Contract for Web Design Maintenance Services

This agreement is between ('Client') and COSMICK TECHNOLOGIES.

SERVICES

'Client' is contracting 'Provider' for the purpose of web design maintenance. Web design maintenance does not include new web page or template design, custom script design or hosting. These items would need to be quoted on an individual basis by the 'Provider' UNLESS previously agreed to in writing between 'Client' and 'Provider'.

PAYMENTS

Place an X next to your Monthly Web Design Maintenance Choice Below

- Standard Package Hourly Monthly Web Maintenance \$75.00/hour
- Eco Package Up to 5 hours of Monthly Web Maintenance. \$200.00/month (\$40.00/hour)
- Value Package Up to 7 hours of Monthly Web Maintenance. \$250.00/month (\$35.00/hour)
- Ultra Package Up to 15 hours of Monthly Web Maintenance. \$300.00/month (\$30.00/hour)
- Unlimited Package Up to 40 hours of Monthly Web Maintenance. \$500.00/month (\$20.00/hour)

Additional time spent will be billed at the standard package rate per hour shown above. Time not used during billing period is non-transferable. Time log provided on billing date showing time spent on website maintenance. All payments will be due in advance. Each billed month will last for a period of 30 days. Upon completion of 30 days, 'Client' will be billed by 'Provider' for next month's maintenance.

COPYRIGHT AND TRADEMARKS

The 'Client' represents to 'Provider' and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in 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 'Provider' from any claim or suit arising from the use of such elements furnished by the 'Client'. 'Provider' guarantees that any text, graphics, photos, designs, trademarks or other artwork has received the proper rights and/or licenses to be used on the web site. Use of 3rd party graphical element may require a statement at the bottom of the web page acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the web site, unless 'Client' receives direct authorization from the 3rd party.

Copyright to the finished assembled work of web site produced and designed by 'Provider' is owned by 'Provider'. This ownership is to include rights to the design, any photos or graphics supplied by 'Provider', source code, and computer programs specifically designed for this web site. Upon full payment of this contract, the 'Client' is assigned copyright to use as a web site the design, graphics, and text contained in the finished assembled web site.

All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the web site without permission or transfer of rights specified in writing between 'Provider' and 'Client'. Web Site files may be given to 'Client' on disk or other electronic media. Possession of this disk by 'Client' does not constitute ownership of all file contents by 'Client'.

Initials_____

LIABILITY

In the event that 'Client' or other agent acting on the behalf of the 'Client' accesses files and disrupts the layout or functionality of the web site, 'Provider' can work to get the web site back up and running at the regular hourly rate. Under no circumstances, including negligence, shall 'Provider', or any other company involved in the creation, production or distribution of the web site, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the 'Provider's' services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of nature, communication failure, theft, destruction or unauthorized access to 'Provider's' records, programs or services.

LAWS AFFECTING 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 'Provider' and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the 'Client's' use of Internet electronic commerce.

INTERNET ETIQUETTE

'Provider' is a developer of ethical web sites. As such, 'Provider' will not design, promote, or attach links to any site that includes adult content, nudity, obscene language or that encourages or promotes intolerance or discrimination of or towards people or peoples of any race, color, sex, creed or religion. Nor will 'Provider' design, promote or attach links to any site that advocates, encourages or practices the exploitation of any group or groups in society, including, and in particular, children, the elderly or the disadvantaged.

CONFIDENTIALITY

'Provider' may, during the course of providing services hereunder or in relation to this contract have access to, and acquire knowledge regarding materials, data, systems, and other information of or with respect to 'Client' which may not be accessible or known to the general public. Any knowledge acquired by 'Provider' from such materials shall not be used, published or divulged by 'Provider' to any person, firm or outside source without the express written consent of 'Client'.

CANCELLATION

This contract will be valid for a term of one (1) year from date of signature or until such time as 'Client' sends written notice of cancellation to 'Provider'. This contract may be cancelled in writing at any time by either party. For cancellation of design services at no fault of 'Provider', payment in full is required. Rejection fees will be 50% of total web design fees. Reasonable efforts by 'Provider' to satisfy 'Client' will be made; however, work already performed must be compensated for.

ENTIRE UNDERSTANDING

This contract constitutes the sole agreement between the 'Provider' and 'Client' regarding its web design maintenance service. This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

I, _____(print name), assert that I have the authority to make decisions concerning this website, and that I have the authority to promise payment to COSMICK TECHNOLOGIES for services rendered. I assert that I have read the COSMICK TECHNOLOGIES Web Design Contract and understand the contents therein.

By signing this contract, 'Client' agrees to pay the entire price of design as indicated in the right column of package description at the top of this agreement. The first payment is due upon 'Client' signature of this agreement. 'Client' monthly billing will begin 30 days after receipt of signed contract and payment of first month's billing.

'Client' Signature: _____ Date: _____

'Client' Name: _____

'Provider' Signature: _____

'Provider' Name: _____

Complete the Following Contact and Billing Information

Company Information:

Company Name: _____

Contact Name: _____

Billing Address: _____

Current Email Address: _____

Alt. Email Address: _____

Phone Number: _____

Alt. Phone Number: _____

Fax: _____

Alternate Contacts: _____

Website Information:

Website URL: _____

Host Name: _____

FTP Username: _____

FTP Password: _____

Please choose a payment method:

- _____ Pay Month to Month
- _____ Pay Quarterly – 3 Months (5% Discount)
- _____ Pay Bi-Annually – 6 Months (10% Discount)
- _____ Pay Annually – 12 Months (20% Discount)

Initials _____

Payment Type (select one):

_____ Pay by check or money order "*Please make checks payable to Cosmick Technologies*"

_____ Please send me a checkout link by email and I will pay by credit card.

_____ Cash

PayPal e-Mail address for payment requests: _____

Initials _____