

How it works:

Thank you for contacting me for your website needs. In order for me to start work on your site, a deposit and signed contract needs to be received. If a domain name and hosting is part of your contract, the domain name will be secured and hosting started. A "coming soon" page will be put in place with your contact information. If you have a logo, it can be added to the page.

The difference between a domain name and hosting:

Look at it this way... You want to start a business so you need a name and you need to register this name. Now, you need a place to run this business, so you find an office and pay rent. This would be your hosting. Hosting is a separate charge from website maintenance or changes.

Domain Name Registration:

The domain name is different and separate from hosting and is a **non-refundable yearly fee**. Think of it like this; the domain name is the name of your business and the hosting is where you do your business. If I register the name for you, you still own the name. The name is registered as follows: Care of webArrangement, with the address of phone number of webArrangement. Your domain name is registered with the address and phone number of webArrangement for several reasons:

1. The registrant gets junk mail. Some of that junk mail looks like an official bill for the renewal of your name. These are actually solicitations to have your name transferred to another registrar. Since your name is locked from transferring, you will lose your money. This has happened to several clients in the past.
2. Since a domain name is renewed yearly, if you forget to renew your name, your site goes down and you risk the chance of losing your name. Again, this has happened to several clients.

If in the future, you wish to handle your domain name yourself, contact me and I will make arrangements to transfer your name to the registrar of your choice.

Hosting Your Website:

As mentioned earlier, hosting is separate from your domain name. This is where your website is housed. As you may choose to use your own hosting, please consider the same as the domain name, if you forget to pay your bill, your website will go down.

Your Site Design:

Homepage design will be as follows:

Any elements you have to include in the site, such as photos, text and logo, need to be sent to be included in the mockup. If you saw a website that you liked, please send it also as this will help to learn your style. A mockup of your homepage will be sent to you for review and approval. It's at that time you can request changes or accept the design. It is important that the design be professional, easy to navigate, and expandable.

If the design isn't what you are looking for, a second design will be sent. If a third design needs to be done, a charge of \$40 per hour will be added to the contract. At that time, the hourly charge will be non-refundable.

Note: Once the design is accepted and site is in the construction phase, any design changes, including overall color, will also be charge at the hourly rate.

When the design of the site is accepted, it's off to the development phase. Any other content, such as text and photos, needs to be sent at this time. As I make every effort to find and correct errors in spelling and grammar, I encourage you to review the site before it is made live. You are responsible for insuring the accuracy of the content. When the site is completed to satisfaction, full and final payment must be made before the site is made live. Any changes from there on are billed at the hourly rate.

The Legal Stuff:

1. **Time for Payment** -An agreed upon deposit will be made before work is started, with remainder due upon completion of site and before site is hosted. Hosting must be paid for before hosting is secured and is non-refundable. The grant of any license or right of copyright is conditioned on receipt of full payment.
2. **Default in Payment** - The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.
3. **Estimates** - If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.
4. **Expenses** - The Client shall reimburse the Developer for all expenses arising from the assignment, including payment of any sales taxes due on this assignment.
5. **Internet Access** - Access to the Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be party to this agreement.
6. **Developer's Guarantee for Program Use** - The Developer guarantees to notify the Client of any licensing and/or permissions required for art-generated/driving programs to be used.
7. **Changes** - The Client shall be responsible for making additional payments for changes in original assignment requested by Client. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer the Developer the first opportunity to make any changes.
8. **Testing and Acceptance Procedures** - The Developer will make every good-faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Upon receipt of the deliverables, the Client shall either accept the deliverable and make the milestone payment set forth herein or provide the Developer with written notice of any corrections to be made and a suggested date for completion, which should be mutually acceptable to both the Developer and the Client. The Developer shall designate _____ (name) and the Client shall designate Tami Kramer as the only designated persons who will send and accept all deliverables and receive and make all communications between the Developer and the Client. Neither party shall have any obligations to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon 5 days notice to the other.
9. **Enhancements** - Under the maintenance agreement, if the Client wishes to modify the Web site, the Developer shall be given first option to provide a bid to perform such enhancements.
10. **Confidential Information** - The Developer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, that are supplied by the Client to the Developer or developed by the Developer in the course of developing the Web site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of the Developer.
11. **Return of Source Information** - Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided to the Developer.
12. **Ownership of Copyright** - Client acknowledges and agrees that Developer retains all rights to copyright in the subject material.
13. **Ownership and Return of Artwork** - The Developer retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client

waives the right to challenge the validity of the Developer's ownership of the art subject to this agreement because of any change or evolution of the law and will return all artwork within 30 days of use.

14. **Cancellation** - In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Developer, and a cancellation fee for work completed, based on the prorated portion of the next payment and expenses already incurred, shall be paid by the Client.
15. **Copy-Protected** - The Client must copy-protect all final art that is the subject of this agreement against duplication or alteration.
16. **Credit Lines** - The Developer shall be given credit on website, as well as on: (a) floppy disk, (b) documentation, (c) packaging, (d) Developer's mark on art.
17. **Alterations** - Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the Developer. The Developer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.
18. **Other Operating Systems Conversions** - The Developer shall be given first option at compiling the work for operating systems beyond the original use.
19. **Unauthorized Use and Program Licenses** - The Client will indemnify the Developer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.
20. **Warranty of Originality** - The Developer warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on the unlimited basis (written consent to use to be supplied to Developer); that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Developer has full authority to make this agreement; and that the work prepared by the Developer does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Client or others may make of the Developer's product that may infringe on the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE DEVELOPER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE DEVELOPER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.
21. **Limitation of Liability** - Client agrees that it shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Developer or a third party. Furthermore, the Developer disclaims all implied warranties including the warranty of merchantability and fitness for a particular use.
22. **Dispute Resolution** - Any disputes in excess of \$50 arising out of this Agreement shall be submitted to final binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Developer.

Thank you for allowing me to take care of your website needs.

