

JaTo Services

7325 Buchanan Drive, Port Richey, FL 34668

727-869-3542

info@jatoservices.com

Web Design and Maintenance Contract

Contact Name _____ Phone _____ FAX _____
Company/Client _____ Address _____
City _____ State _____ ZIP _____ Country _____ E-mail address _____
Present WWW URL (if any): _____
Username _____ Password _____

Our desire is to delight the client. One way is to make clear our understanding with each other. These are the terms of our agreement together:

1. Authorization. The above named client is engaging JaTo Services, a sole proprietor, located at 7325 Buchanan Dr., Port Richey, Florida 34668, as an independent contractor, for the specific project of developing and/or improving a World Wide web site to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes JaTo Services, to access this account, and authorizes the web hosting service to provide JaTo Services with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes JaTo Services to publicize their completed web site to Web search engines, as well as other Web directories and indexes.

2. Basic, Silver, Gold, Web site Package Elements. JaTo Services includes the following elements in their Basic, Silver, and Gold Web site Packages (here on out referred to as "standard" packages):

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation. Telephone long distance charges are in addition to package rates quoted. (Additional education and consultation will be at our hourly rate.)
- **Words of text** supplied by the client (200 words per page approximate maximum. If not supplied via diskette, web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- **Links** to external pages, up to an average of 2.5 per page.
- **Custom Graphics Upon Request** Will be billed at our hourly rate as specified below.
- **Photos and other misc. graphic images** supplied by client (up to an average of 3 per page in standard packages. Color originals larger than 5" x 8" are extra).
- **Installation** of web pages on the client's web hosting service, or through service of our referral.
- **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate.
- **Site publicity** to at least 4 major Web search engines, such as Yahoo, AltaVista, Google, WebCrawler, Lycos, HotBot, etc.
- **E-mail response link** on each web site to any e-mail address the client designates.
- **Feedback form** (Basic email form included for customer contact or feedback).

3. Standard Web site Packages only. The content of the web pages will be supplied by the client and executed as specified by the client in the "Web site Planning Worksheet" dated _____. This web site includes up to _____ web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay JaTo an additional \$50.00 for each additional web page. Graphics or photos beyond the allowed average of 3 per web page shall be billed at an additional \$10.00 each. Where custom graphic work) is requested, it will be billed at the hourly rate specified below. The additional services, and prices of each are detailed on the attached estimate.

4. Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular web pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than

JaTo Services attempt to update the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The six-month maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$ 35.00/hour. 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, art, photo, graphics services, and helping clients learn how to use their own webpage editor. CGI programming charges (if any) are not included in this rate.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting. The client understands that the pricing of our standard packages governs the cost of our referred hosting fees. The client may opt to use their own web site hosting company, in which instance the client understands that any other outside web hosting services require a separate contract with that web hosting service. Should the client choose an outside web hosting service, the client agrees to select a web hosting service which allows JaTo Services full access to the website and a cgi-bin directory via FTP. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges.

7. Completion Date. JaTo Services and the client must work together to complete the web site in a timely manner. We agree to work expeditiously to complete the web site no later than _____.

If the client does not supply JaTo Services complete text and graphics content for all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the web site is advertised.

8. Payment of Fees. Fees to JaTo Services are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$600, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

9. Assignment of Project. JaTo Services reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Legal JaTo Services does not warrant that the functions contained in these web pages or the Internet web site 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 web site is with client. In no event will JaTo Services 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 web site, even if JaTo Services 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.

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

12. 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 JaTo Services and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyright to Webpages. Copyright to the finished assembled work of web pages produced by JaTo Services is owned by JaTo Services. Upon final payment of this contract, the client is assigned rights to use as a web site the design, graphics, and text contained in the finished assembled web site. 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. JaTo Services and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of fees. In order for JaTo Services to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. JaTo Services reserves the right to remove web pages from viewing on the Internet until final 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 JaTo Services. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Pasco County, Florida, and any dispute will be litigated or arbitrated in Pasco County, Florida. Please pay on time.

15. Sole Agreement. The agreement contained in this "Web site Design Contract" constitutes the sole agreement between JaTo Services and the client regarding this web site. 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.

16. Initial Payment and Refund Policy.

The total amount of this contract is \$_____ This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 30 days, to the Director of JaTo Services, 7325 Buchanan Drive, Port Richey, FL 34668, phone (727) 869-3542, work completed shall be billed at the hourly rate stated above, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

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 JaTo Services (authorized signature)

_____ Date _____

Last updated July 19, 2003