



MyKeyWeb, LLC

3. Static Website Design Contract

Myke Edwards, Webmaster
4715 Knox Butte Rd E
Albany, OR 97322-4437
(541) 730-3382

Used in conjunction with the Website Planning Worksheet and Website Content worksheet, which should also be printed out by the client.

Contact Name _____

Phone _____ Mobile _____

Company/Client _____

Address _____

City _____ State _____ ZIP _____ Country _____

E-mail address _____

Present WWW URL (if any): _____

Domain Name Registrar: _____

Host Server: _____

Username _____ Password _____

Design Web Page(s) _____ E-Commerce: _____ Items Lo Hi - Maintenance

Domain Name(s) _____ Host Web Site User Support, Tutoring

Discounts: Referred (-10%) Preferred (-20%) Non-Profit Org. (-25%)

MyKeyWeb desires to delight the client with a customized Website Design. 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 MyKeyWeb, LLC, a sole proprietor, located at 4715 Knox Butte Rd E., Albany, Oregon 97322, as an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on a MyKeyWeb Hosting server or the client's chosen third-party Host. The client hereby authorizes MyKeyWeb to access this account, and authorizes the web hosting service to provide MyKeyWeb 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. The client also authorizes MyKeyWeb to publicize their completed Website to Internet search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages Only. Cross out for online stores.) MyKeyWeb includes the following elements in the Standard Website Packages:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone support charges are in addition to package rates quoted. Additional tutoring, education and consultation is at our regular hourly rate of \$50.⁰⁰.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette. WebPages 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 internal and external pages, up to an average of 3 external hyperlinks per page.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your Website. Colorful lines and bullets, and colored and textured background.
- **Photos and other misc. graphic images** supplied by client (up to an average of 3 included per page in standard Websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).
- **Installation** of MyKeyWeb designed WebPages on the client's external web hosting service.
- **Redirecting** multiple Domain Names to a central URL.
- **Minor updates and changes** to existing WebPages are subject to the Maintenance Agreement limits outlined below. Additional changes billed at \$27.²⁵ per update. For online stores, this includes only "regular" pages, not product pages or the Shopping Cart ordering system pages.
- **Site publicity** is limited to the use of Meta-tags. Marketing and directing traffic towards the Website is the responsibility of the client.
- **E-mail response link** on each Webpage, which may be auto forwarded to any e-mail address the client designates.
- **Feedback form** (Basic CGI program included. Includes up to 20 fields. Extra charges may be incurred for larger forms. Not included in the package price for sites smaller than 4 pages. This is not included in online stores, since the shopping cart software is a functional equivalent.)
- **Image Map** for internal navigation (Text menu included in the package for sites smaller than 4 pages.)

3. Standard Website Packages only. (Cross out this section for online stores.) The content of the WebPages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____
_____. This Website includes the following WebPages:

In case the client desires additional standard WebPages beyond the original number of pages specified above, the client agrees to pay MyKeyWeb an additional \$100.⁰⁰ for each additional Webpage. Graphics or photos beyond the allowed average of 3 per Webpage shall be billed at an additional \$5.⁰⁰ each. Where custom animated Flash graphic work is requested (beyond the scope of the "Custom Graphics Package" detailed above), it will be billed at the hourly rate specified below.

4. Online stores only. (Cross out this section for Standard Website Packages.) The text and graphic content of the WebPages will be supplied by the client and executed as specified by the client in the "webpage Planning Worksheet" dated _____. and the Store Planning Worksheet dated _____. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An Estimate from MyKeyWeb dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on WebPages, the client and MyKeyWeb agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation of up to 2 hours total of general Internet orientation education, marketing strategy, Web design consultation, tutoring, and helping clients learn to use the store software. Telephone support charges are in addition to package rates quoted. Additional tutoring, education and consultation is at an hourly rate of \$50.⁰⁰.

Product Webpages, products, or photos added after the store has gone live on the Internet will be calculated for actual time spent at the hourly rate of \$50.⁰⁰.

5. Maintenance and Hourly Rate. MyKeyWeb offers a Lo-Maintenance Agreement for two monthly updates or a **Hi-Maintenance Agreement for one weekly update to regular WebPages over a 12-month period.** The Maintenance Agreement includes 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 MyKeyWeb attempts updating the client's pages, time to repair WebPages will be assessed at the hourly rate of \$50.⁰⁰, and is not included as part of the Maintenance Agreement. The Maintenance Agreement commences upon the date the client accepts the Drafted version to go live, and renews on the annual Domain Name renewal anniversary.

Changes or updates requested by the client beyond the Maintenance Agreement limits will be billed at the hourly rate of \$50.⁰⁰. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, tutoring, and/or helping clients learn how to use their own webpage editor. Dynamic CGI programming charges (if any) are not included in this rate.

6. Changes to Submitted Text. Please send your **final text**. Time required to make substantive changes to client-submitted text after the WebPages have been constructed will be additional, billed at the hourly rate of \$50.⁰⁰, unless client has a currently paid Maintenance Agreement.

7. Web Hosting. The client understands that a basic web hosting service provided by MyKeyWeb will be included in the Web Design package. If the client chooses to use a third-party registrar and web hosting service, client agrees to allow MyKeyWeb full access to the website and a cgi-bin directory via FTP and telnet. 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.

8. Completion Date. MyKeyWeb and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than 15-Jan-2010.

If the client does not supply MyKeyWeb complete text and graphics content all WebPages 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 website is live.

9. Payment of Fees. Fees to MyKeyWeb are due and payable on the following schedule: 50% upon signing this contract, 50% when the WebPages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$250, the total amount shall be paid upon signing this contract. A digital copy of the Webpages may be requested by, and delivered to the client on CD or attached to an e-mail message. All payments will be made in US funds.

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

11. Legal Stuff. MyKeyWeb does not warrant that the functions contained in these WebPages or the Internet website will meet the client's requirements or that the operation of the WebPages will be uninterrupted or error-free. The entire risk as to the quality and performance of the WebPages and website is with client. In no event will MyKeyWeb 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 WebPages or Website, even if MyKeyWeb 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.

12. Copyrights and Trademarks. The client represents and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MyKeyWeb for inclusion in WebPages 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 MyKeyWeb, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. Copyright to Webpages. Copyright to the finished assembled work of WebPages produced by MyKeyWeb is owned by MyKeyWeb, LLC. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text 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. Any and all graphics created and provided by MyKeyWeb shall remain the sole property of MyKeyWeb, LLC, including but not limited to photographs, menu buttons, Flash animations, color schemes, source code and design layout. MyKeyWeb and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

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

15. Web Design recognition will remain on all Webpages designed by MyKeyWeb, regardless if Website is registered, hosted, maintained and/or contracted by a third party.

16. Payment of fees. In order for MyKeyWeb to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$10 late fee charge if payment is not received within 30 days of the due date. If an amount remains delinquent 60 days after its due date, an additional 5% penalty will be added for each month of delinquency. MyKeyWeb reserves the right to remove WebPages 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 MyKeyWeb. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Linn County, Oregon and any dispute will be litigated or arbitrated in Linn County, Oregon. Please pay on time.

17. Travel fees. Travel beyond 10 miles from Albany, Oregon is calculated at .25 per mile.

18. Sole Agreement. The agreement contained in this "Static Website Design Contract" constitutes the sole agreement between MyKeyWeb, LLC 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.

19. Initial Payment and Refund Policy.

The total one-time amount of this Website Design contract is \$_____

Annual renewal charge is \$_____ for Domain Name Site Hosting Hi-Maintenance

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 MyKeyWeb, 4715 Knox Butte Rd E, Albany, Oregon 97322, phone (541) 730-3382, 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 _____