



The Oggie Web

3363 Cedar Crest Loop
Spring Hill, FL 34609
352-610-6444
352-346-0607

WEB SITE DESIGN, DEVELOPMENT AND SERVICING CONTRACT

CONTACT INFORMATION:

Contact Name:
Phone:
Company/Client:
Street Address or PO Box:
City, State and ZIP code:
E-mail address:

WEBSITE INFORMATION:

Present URL (if any):
New Domain name(s) requested (if applicable):
Other choices if first choice not available:

TERMS OF AGREEMENT

1. Definition of Terms

THE OGGIE WEB: Located at 3363 Cedar Crest Loop, Spring Hill, Hernando County, FL 34609

CLIENT: _____

CONTRACT: This agreement and its attachment(s) as listed below.

ATTACHMENTS: Attachment 1 (Website Plan Standard Features), Attachment 2 (Website Plan Design Worksheet) and Attachment 3 (Cost and Payment Schedule)

2. Authorization

The above named *CLIENT* hereby engages *THE OGGIE WEB*, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on a server agreed to by both parties and specified in *Attachment 2* to this *CONTRACT*. The *CLIENT* hereby authorizes *THE OGGIE WEB* to access the internet service provider account on that server, and authorizes the internet service provider to provide *THE OGGIE WEB* with any necessary usernames and passwords required to expedite the completion of this project. The *CLIENT* also authorizes *THE OGGIE WEB* to publicize its completed website to Web search engines, as well as other Web directories and indexes.

3. Warranties

THE OGGIE WEB represents and warrants to the *CLIENT* that it has the experience and ability to perform the services required by this *CONTRACT*; that it will perform said services in a professional, competent and

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timely manner; that it has the power to enter into and perform this *CONTRACT*; and that its performance of this *CONTRACT* shall not infringe upon or violate the rights of any third party or violate any federal, state or municipal laws. However, the *CLIENT* will not determine or exercise control as to general procedures or formats necessary to have these services meet the *CLIENT*'s satisfaction. The *CLIENT* represents and warrants to *THE OGGIE WEB* that it will provide the materials necessary to complete this project in a professional, competent and timely manner; that it has the power to enter into this *CONTRACT*; and that its performance of this *CONTRACT* shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Standard Website Products and Website Hosting and Servicing Services

The standard **website development** as defined by *THE OGGIE WEB* pursuant to this *CONTRACT* is as follows:

- a. Complete e-mail, telephonic and “in person” consultation for initial planning and development is provided at no charge.
- b. Up to two (2) hours of general internet orientation, education, marketing strategy, and web design consultation are provided at no charge. Any telephone long distance charges are the responsibility of the *CLIENT*. Additional education and consultation may be provided at the prevailing standard hourly rate unless otherwise stated in *Attachment 1*.
- c. Up to the number of web pages to be defined through consultation with the *CLIENT* and *THE OGGIE WEB* and that are specified in *Attachment 2*.
- d. All text shall be supplied by the *CLIENT* in a “ready to be published” format. This includes approximately 200 words per page if not supplied via electronic media. Web pages of more than 1,200 words of text may be subject to additional fees due to the necessity of additional formatting time.
- e. Up to an average of three (3) external links per page and an e-mail response link on each web page to any e-mail address the *CLIENT* designates will be configured as a part of this *CONTRACT*.
- f. The inclusion of one (1) company logo or other top-of-page graphic to be supplied by the *CLIENT*, as well as three (3) photos or graphics provided by the *CLIENT* per page are included. If more than three (3) photos or graphics per page are required, an extra charge may apply for scanning services, photography and graphic design and modification as specified in *Attachment 1*.
- g. Installation of the completed web pages on the server chosen and agreed to by the *CLIENT* and *THE OGGIE WEB* is included in this *CONTRACT*.
- h. Two (2) revisions to the draft website are included at no charge. The purpose of this is to create the look and feel that the *CLIENT* desires. Further revisions may be billed at the prevailing standard hourly rate as specified in *Attachment 1*.
- i. *THE OGGIE WEB* will perform minor updates and changes to the completed web site for 30 days after the website is published. (The word “minor” refers to up to one half-hour per page total, subject to the limits outlined below).
- j. *THE OGGIE WEB* will provide initial submission to search engines providing at least 90% of internet searches, as determined by *THE OGGIE WEB*, and will provide follow-on servicing of the

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CLIENT's website to ensure that adequate exposure is maintained throughout the life of this *CONTRACT*. **At no time does *THE OGGIE WEB* promise or imply that it guarantees the *CLIENT*'s website a certain rating in the search engines.**

The standard **website hosting and servicing** as defined through *THE OGGIE WEB* is as follows:

- a. *THE OGGIE WEB* will provide, through a website hosting service agreed to by both parties, a dedicated server that provides an interconnection to the internet. This server will send and receive information to and from the World Wide Web. The *CLIENT* agrees to utilize the hardware and software facilities agreed upon to establish an internet website.
- b. *THE OGGIE WEB* will suggest appropriate names, when requested by the *CLIENT*, and do a search to ascertain the availability of those names. The determination in advance of the availability of a domain name does not guarantee it will be still available at the time of registration.
- c. If necessary *THE OGGIE WEB* will complete the required forms to register or transfer a domain name as selected by the *CLIENT*. Although *THE OGGIE WEB* will submit forms to register a requested domain name in a timely fashion, *THE OGGIE WEB* cannot guarantee the availability of any domain name.
- d. The sending of unsolicited bulk e-mail or spam is not permitted on accounts hosted or serviced by *THE OGGIE WEB* or its associated hosting services.
- e. Website hosting includes features and restrictions as specified in *Attachment 2* to this *CONTRACT*.
- f. The website development and servicing agreed to in this *CONTRACT* will begin on the date this *CONTRACT* is signed by both the *CLIENT* and *THE OGGIE WEB* and will continue for a period of three months (one calendar quarter). This agreement will remain in force for a minimum of three (3) months from the date this *CONTRACT* is signed by both the *CLIENT* and *THE OGGIE WEB*. At the beginning of each calendar quarter thereafter, this *CONTRACT* will be automatically renewed for each subsequent calendar quarter under the same agreement. After a period of one (1) year from the date of this *CONTRACT*, the cost for this service is subject to change with prior written notice by *THE OGGIE WEB* to the *CLIENT* at least thirty (30) days prior to the implementation of that change. This *CONTRACT* will continue until such time as it may be revoked or modified by either party in writing at least thirty (30) days prior to the end of any calendar quarter.

5. Fees

THE OGGIE WEB will execute this website design as specified by the *CLIENT*'s requirements as terms of this *CONTRACT* and as incorporated in this *CONTRACT* and its attachments. This website will include the number of web pages specified in *Attachment 2*. If the *CLIENT* desires additional standard web pages above and beyond the original number of pages specified, the *CLIENT* agrees to pay *THE OGGIE WEB* an additional one-time fee of \$50.00 for each additional web page. Graphics or photos beyond the number of three (3) per web page specified in paragraph 4f above shall be billed at an additional \$50.00 each. If custom graphic work (beyond the scope of the "Custom Graphics" detailed in paragraph 4f above) is requested, it will be billed at the prevailing standard hourly rate for that service.

6. Maintenance and Servicing

This *CONTRACT* includes an *Annual Service Plan (ASP)*. This *CONTRACT* does include minor modifications and corrections requested within a thirty (30) day period, including updating links and making minor changes to a sentence or paragraph. It does *not* include removing major portions of the text from a page and replacing it with new text.

NOTE: *If the CLIENT or any agent of his other than THE OGGIE WEB attempts to update the CLIENT's pages at any time, all time expended and costs incurred by THE OGGIE WEB to repair the web pages will be assessed at the hourly rate of \$100.00. Any work performed for this service will not be deemed to be a part of this CONTRACT or any other contract or agreement between the CLIENT and THE OGGIE WEB.*

7. Payment

All services agreed to in this *CONTRACT*, shall be completed for the price specified in *Attachment 3* to this *CONTRACT*. Payment shall be by cash, check, or money order, in US dollars, and made payable to "The Oggie Web." Alternately payment may be made using the "Payment" page on *THE OGGIE WEB* website.

8. Payment Terms

Unless otherwise stated in *Attachment 3* to this *CONTRACT*, the following standard terms apply. A minimum amount of the total hosting setup costs, the total domain registration costs, the design costs and an amount comprising three (3) months worth of web hosting is required in order to begin work. Once work has begun and the first draft has been completed, the site will be put online on *THE OGGIE WEB* website (www.theoggieweb.com) for the *CLIENT's* viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the *CLIENT*. The quarterly web hosting and servicing timeframe begins at the time of the signing of the contract by both parties. Payment for the site *must* be made in full before the site will be published or placed on the server hosting the *CLIENT's* website. Initial submission of the site to search engines and directories will occur only after the payment is made.

9. Completion Date

It is imperative that *THE OGGIE WEB* and the *CLIENT* work together to complete the website in a timely manner. This necessarily depends on the receipt by *THE OGGIE WEB* of the appropriate images and text from the *CLIENT*. *THE OGGIE WEB* and the *CLIENT* both agree to work expeditiously to complete the website in a professional and timely manner.

10. Assignment of Project

THE OGGIE WEB reserves the right to assign subcontractors to this project to insure its professional and timely completion. *THE OGGIE WEB* will be *solely* responsible for the final results of the project.

11. Additional Expenses

The *CLIENT* agrees to reimburse *THE OGGIE WEB* for any additional expenses necessary for the completion of the project. Examples would be purchase of special fonts, stock photography etc.

12. Additional Services

Any revisions, additions or redesign not specified in this *CONTRACT* that the *CLIENT* requests *THE OGGIE WEB* to perform shall be considered "supplemental" and shall require a separate agreement and shall require separate terms of payment.

13. Copyrights and Trademarks

The *CLIENT* represents to *THE OGGIE WEB* and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to *THE OGGIE WEB* for inclusion in the web pages covered by this *CONTRACT* 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 *THE OGGIE WEB* and its subcontractors from any claim or suit arising from the use of such elements furnished by the *CLIENT*.

14. Age

The *CLIENT* certifies that he or she is at least eighteen (18) years of age.

15. Limited Liability

The *CLIENT* hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the web hosting service or the host server, whether those services are provided by *THE OGGIE WEB* or any other vendor. Abusive or unethical materials or uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing or harmful material or uses, any illegal activity or material advocating illegal activity or any infringement of privacy or libel. If the *CLIENT* in any manner installs or permits to be installed such abusive or unethical material on any website created or maintained by *THE OGGIE WEB*, the *CLIENT* agrees that *THE OGGIE WEB* will be permitted to immediately remove that website from service using any means necessary.

The *CLIENT* hereby agrees to indemnify and hold harmless *THE OGGIE WEB* from any claim resulting from the *CLIENT*'s publication of material or use of those materials. The *CLIENT* hereby agrees to indemnify and hold *THE OGGIE WEB* harmless in any claim resulting from the submission of illegal materials.

If *THE OGGIE WEB* shall acquire an internet domain name on behalf of the *CLIENT*, the *CLIENT* hereby waives any and all claims which it may have against *THE OGGIE WEB*, for any loss, damage, claim or

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expense arising out of or in relation to the registration of such domain name in any on-line or off-line network directories, membership lists or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by *THE OGGIE WEB* for any reason.

Under no circumstances, including negligence, shall *THE OGGIE WEB*, its offices, agents or anyone else involved in creating, producing or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use *THE OGGIE WEB*'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 God, communication failure, theft, destruction or unauthorized access to *THE OGGIE WEB*'s records, programs or services. The *CLIENT* maintains sole responsibility for data backups and restoration. The *CLIENT* hereby acknowledges that this paragraph shall apply to all content included in *THE OGGIE WEB*'s services.

Notwithstanding the above, the *CLIENT*'s exclusive remedies for all damages, losses and causes of actions whether in *CONTRACT*, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which *CLIENT* paid during the term of this *CONTRACT* and any reasonable attorney's fee and court costs.

16. Indemnification

The *CLIENT* agrees that it shall defend, indemnify, save and hold *THE OGGIE WEB* harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees ("liabilities"), asserted against *THE OGGIE WEB*, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by *CLIENT*, its agents, employee or assigns. The *CLIENT* agrees to defend, indemnify and hold *THE OGGIE WEB* harmless against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with *THE OGGIE WEB*'s service, any material supplied by the *CLIENT* infringing on the proprietary rights of a third party, copyright infringement, and any defective product which the *CLIENT* has sold in conjunction with the web site specified in this *CONTRACT*.

17. 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 *THE OGGIE WEB* and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the *CLIENT*'s use of Internet electronic commerce.

18. Copyright to Web Pages

Copyright to the finished assembled work of Web pages produced by *THE OGGIE WEB* is owned by *THE OGGIE WEB*. Upon final payment and termination of this *CONTRACT*, the *CLIENT* will be assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to

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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. *THE OGGIE WEB* and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

19. Authorship Credit

The *CLIENT* will permit *THE OGGIE WEB* to establish authorship credit on the website referred to in this *CONTRACT* using a byline and a link its website at the bottom of the web pages included in the website. The inclusion of this byline is agreed upon by both the *CLIENT* and *THE OGGIE WEB* and must be removed by the *CLIENT* at any time upon written request by *THE OGGIE WEB*.

20. Non-Disclosure

THE OGGIE WEB, its employees and subcontractors agree that, except as directed by the *CLIENT*, it will not at any time during or after the term of this *CONTRACT* disclose any confidential or proprietary information to any person whatsoever.

21. Cancellation

If the *CLIENT* notifies *THE OGGIE WEB* to postpone or cancel work on this project by registered letter, any work already completed shall be billed at the prevailing standard hourly rate and shall be deducted from the initial payment, and any expenses incurred by *THE OGGIE WEB* concurrent with the performance of work outlined in this *CONTRACT* shall also be deducted from the initial payment. If additional payment is due, this shall be payable not later than thirty (30) days from the date of the *CLIENT*'s notification to stop work. *THE OGGIE WEB* shall own all rights to any work completed. The *CLIENT* shall assume responsibility for the collection of all legal fees necessitated by default in payment.

22. Refund Policy

All work produced and any services provided by *THE OGGIE WEB* are guaranteed by *THE OGGIE WEB*. If the *CLIENT* applies by registered letter for a refund within 15 days of signing this *CONTRACT*, any work already completed shall be billed at the prevailing standard hourly rate and shall be deducted from the initial payment, and any expenses incurred by *THE OGGIE WEB* concurrent with the performance of work outlined in this *CONTRACT* shall also be deducted from the initial payment. If additional payment is due, this shall be payable not later than thirty (30) days from the date of the *CLIENT*'s request for a refund. *THE OGGIE WEB* shall own all rights to any work completed. The *CLIENT* shall assume responsibility for the collection of all legal fees necessitated by default in payment.

23. Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this *CONTRACT* shall be submitted to binding arbitration before the *Joint Ethics Committee* or a mutually

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agreed upon Arbitrator pursuant to the rules of the *American Arbitration Association*. (*The Joint Ethics Committee Code of Fair Practice*, a copy of which will be supplied upon request, may be viewed at www.dinoart.com/publications/prt4pg1.html). 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 attorneys' fees and legal interest on any award or judgment in favor of *THE OGGIE WEB*.

24. Payment of Fees

Payments to *THE OGGIE WEB* must be made promptly. Unless otherwise specified, invoices are due upon receipt. Delinquent bills will be assessed a charge of \$15.00 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. *THE OGGIE WEB* reserves the right, at its sole discretion, 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 *CONTRACT* becomes effective only when signed by *THE OGGIE WEB*. Regardless of the place of signing of this *CONTRACT*, the *CLIENT* agrees that for purposes of venue, this *CONTRACT* was entered into in Hernando County, Florida, and any dispute will be litigated or arbitrated in Hernando County, Florida.

25. Entire Understanding

This *CONTRACT* constitutes the sole agreement between *THE OGGIE WEB* and the *CLIENT* regarding the Web Design Service described herein. It becomes effective only when signed by both parties. This *CONTRACT* shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that if any part, term, or provision of this *CONTRACT* shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agree to the terms of this *CONTRACT* on behalf of his or her organization or business.

On behalf of the *CLIENT*:

_____ Date _____

On behalf of *THE OGGIE WEB*:

_____ Date _____