



FAITHFUL DESIGN & PRINT LLC

822 SAMSONVILLE ROAD KERHONKSON NEW YORK 12446-1532
1.800.653.4060 845.750.6042 845.750.6052 FAX

PROFESSIONAL WEB PRESENCE COMMERCIAL AGREEMENT

Client _____ Date _____

Address _____ City _____

State _____ ZIP _____ Country _____

Contact Name _____

Phone _____ FAX _____ E-mail address _____

URL (of existing website) _____

HOST (of existing website) _____ Username _____ Password _____

Our desire is to delight the client. 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 Faithful Design & Print LLC, located at 822 Samsonville Road, Kerhonkson, NY 12446-1532, as an independent contractor for the specific project of developing and maintaining a world wide website to be installed on the client's website domain on a web hosting service. The client hereby authorizes Faithful Design and Print LLC to access this account, and authorizes the web hosting service to provide Faithful Design & Print LLC with "write permission" for the client's web page directory and any other directories or programs which need to be accessed for this project. The client also authorizes Faithful Design & Print LLC to publicize their completed website to web search engines, as well as other web directories and indexes, if warranted. The actual website domain or domains which Faithful Design & Print LLC utilizes as part of developing and maintaining the client's website will remain the property of the client upon termination of the agreement and Faithful Design & Print LLC will do nothing to encumber the client's use of the access codes needed to access the domain at any time. Further, the client's codes may remain in the possession of the client in a secure location of the client's main offices.

2. Professional Web Presence Package. Faithful Design & Print LLC includes the following:

- ▶ **Start-up & Maintenance Rates.** The initial setup fee varies per client needs, beginning at \$599. The maintenance rate varies per client needs, beginning at \$59.95 per month.
- ▶ **E-mail & Phone Consultation.** Up to 5 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Additional education and consultation is at our \$40 hourly rate.
- ▶ **Words of Text.** Supplied by the client up to 1000 words per page. Web pages of more than 2500 words of text may be subject to additional fees, especially if they require a great deal of formatting.
- ▶ **Graphics & Photos Package.** Graphic for all pages in your website. Colorful lines and bullets, and colored and textured background. Photos supplied by client up to an average of 20 included per page, in addition to masthead and top-of-page graphic.
- ▶ **Installation** of 20 web pages on the client's web hosting service.
- ▶ **Additional Web Pages.** Additional pages billed at a per page rate of \$9.95 (one-time fee).
- ▶ **Weekly Updates** to existing web pages, subject to the limits outlined below (#4).
- ▶ **E-mail response link** on a webpage to any e-mail address the client designates.



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2b. Direction of Services

- ▶ **Initial Consultation** – The initial consultation will be our first meeting together. During the initial consultation we will get to know you and what your needs are.
- ▶ **Requirements Finalization** – Once we have met and understand your needs, we will put together a formal set of requirements to make sure that your thoughts are represented in the final product.
- ▶ **Draft Design** – Once the requirements have been formalized, we will get to work on creating a “rough draft” site so that you have a chance to review our work to make sure that our work is meeting your expectations.
- ▶ **Final Design** – After reviewing the draft web site with you we will finish the site so that it is ready to be published.
- ▶ **Final Review** – The final review gives you one last opportunity to make final changes to your site before we publish it for you.
- ▶ **Publishing** – Once we receive final approval, we will publish your website for you to the web hosting company of our choice (see #6). Once this is complete your web site will be up and running and ready to help your organization.

3. Professional Web Presence Package Content. The content of the web pages will be supplied by the client and executed as specified by the client. This website includes up to ten web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Faithful Design & Print LLC an additional \$7.95 for each additional web page. Graphics or photos beyond the allowed average of 20 per web page shall be billed at an additional \$1.00 each. Where custom graphic work (beyond the scope of the “Graphics & Photo Package” detailed above) is requested, it will be billed at a per custom graphic rate of \$39.95 per graphic/logo.

4. Monthly Maintenance, Weekly Updating & Hourly Rate. This agreement includes web page maintenance to regular web pages (not store product pages) over a twelve month period, including updating links and making minor changes. Web pages can be updated in a given week by email request or by submitting the “Weekly Website Update” form. This form can be downloaded at <http://faithfuldesignandprint.com/downloadforms.aspx>. 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 Faithful Design & Print LLC attempts updating the client’s pages, time to repair web pages will be assessed at the per page rate. The twelve 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 \$40 per hour. 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, photo, graphics services, and helping clients learn how to use their own webpage editor.

5. Changes to Submitted Text. E-mail or fax all final updating text by 5:00PM each Friday.

6. Web Hosting. The client understands that any web hosting services may require a separate contract with a web hosting service. The client agrees to allow Faithful Design and Print LLC to select and be the signer for obtaining the web hosting service with full access to the client’s website. Faithful Design and Print LLC will chose a hosting company that will best fulfill the needs of the client while also keeping costs at a minimum. The costs for the hosting will be stated in the initial Professional Web Presence estimate presented to the client before the signing of this contract. Faithful Design and Print LLC reserves the right to change the cost of hosting if the initial hosting company for the client changes its pricing policy. A credit card number may be needed for information verification for a client to own a website and domain name(s). Faithful Design and Print LLC will not make any financial charges to any credit card without the owner’s permission. All privacy information of the client is kept confidential. Faithful Design & Print LLC Privacy Policy is found at <http://faithfuldesignandprint.com/privacysecurity.aspx> .



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7. Completion Date. Faithful Design & Print LLC 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 three months from the date this contract is signed. If the client does not supply Faithful Design & Print LLC complete text and graphics content all web pages contracted for within four 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 20% of the total contract price will also be assessed each month. These provisions shall be qualified before they can be held effective against the client and the client shall first be served a ten-day notice to cure their default before acceleration of payment or other penalties can accrue thereafter. The client will not be penalized for failing to submit the completed text, graphics and other information by any act of God or force of nature, which prohibits the client's ability to do so, and because of conditions outside of the client's control.

8. Payment of Fees. Fees to Faithful Design & Print LLC are due and payable on upon the signing of this contract. Invoices are sent by e-mail on the 1st day of month due. All payments will be made in US funds to Faithful Design and Print LLC by check, money order, credit card by PayPal secure payments.

9. Legal Stuff. Faithful Design & Print LLC does not warrant that the functions contained in these web pages or the Internet website 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 website is with client. In no event will Faithful Design and Print LLC 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 website, even if Faithful Design & Print LLC 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. Faithful Design & Print LLC will not promote or post any pornographic or material deemed dangerous to children or adults.

10. Copyrights and Trademarks. The client represents to Faithful Design & Print LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Faithful Design and Print LLC 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 Faithful Design & Print LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

11. 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 Faithful Design & Print LLC from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

12. Copyrights and Assembled Web pages. Copyright to the finished assembled work of completed web pages produced by Faithful Design & Print LLC is owned by Faithful Design & Print LLC. Upon final payment of this contract, the client is assigned rights to use as a website the created design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs, not originally owned by the client, are specifically not transferred to the client, and remain the property of their respective owners. Any and all copyrighted photos, graphics, logos, work-up files owned by the client prior to this contract, will remain the property of the client. Faithful Design & Print LLC retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios. The actual website domain or domains which Faithful Design & Print LLC utilizes as part of developing and maintaining the client's website will remain the property of the client upon termination of the agreement and Faithful Design & Print LLC will do nothing to encumber the client's use of the access codes needed to access the domain at any time. Further, the client's codes may remain in the possession of the client in a secure location of the client's main offices.



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13. Delinquent Payment. In order for Faithful Design & Print LLC to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$5.00 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 20% penalty will be added for each month of delinquency. Faithful Design & Print LLC 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 Faithful Design & Print LLC. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Ulster County, New York, and any dispute will be litigated or arbitrated in Ulster County, New York.

14. Sole Agreement. The agreement contained in this "Professional Web Presence Package Contract" constitutes the sole agreement between Faithful Design & Print 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 twelve (12) months after both parties sign this contract. The term of the agreement shall be for a term of (12) months commencing on the effective date of the contract and thereafter it shall be automatically extended for perhaps an additional two month periods unless otherwise terminated or cancelled by either party upon thirty days prior written notice given to the other party. Continued services after that time may require a new agreement. The client has the right to request a renewal of this same agreement after a maintenance review by Faithful Design & Print LLC. If renewal of this same agreement is made, the client is required to only pay for the renewal of the domain name used by the client (if not already owned by the client) and maintenance/weekly updating rates for the next 12 months. Another setup fee is not required to be paid upon a renewal of this same contract agreement.

15. Initial Payment and Refund Policy. This agreement begins with an initial payment for the setup of the website, the twelve (12) months maintenance and updating fee plus any required state taxes. If the client halts work and applies by certified letter for a refund within 30 days, to the Operations Manager of Faithful Design & Print LLC, 822 Samsonville Rd, Kerhonkson, NY 12446, phone (845) 750-6042, 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 (signature): X _____

Print Name _____

Title _____ Date _____

On behalf of Faithful Design & Print LLC: X _____

Print Name _____

Title _____ Date _____