



WEBSITE MAINTENANCE AGREEMENT

This Website Maintenance Contract "Agreement" is entered into effective as of _____, _____, 200__ by and between GRAPHIC HORIZONS and _____ (Client) with regard to the following:

Graphic Horizons is in the business of providing services related to website design and production.

Client desires to engage Graphic Horizons as an independent contractor to provide certain services related to the design, production and maintenance of a website for Client (the "website") as described in this Agreement (the "Project").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

CLIENT INFORMATION

Company / Client: _____

Authorized Representative: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ FAX: _____

E-mail: _____

Present WWW URL: _____

User Name: _____ Password: _____

COPYRIGHTS AND TRADEMARKS

The Client represents to Graphic Horizons and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Graphic Horizons for inclusion in the Client's web site 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 Graphic Horizons and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

ELECTRONIC COMMERCE

The Client agrees that it is responsible for complying with the laws, taxes, and tariffs related to e-commerce, and will hold harmless, protect, and defend Graphic Horizons and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

Client also understands that Graphic Horizons can not provide legal advice.

AGE

Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract on behalf of the Client.

THIRD PARTY SHIPPING

In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, color separation, press work, or binding, the Graphic Horizons will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

ADDITIONAL EXPENSES

Client agrees to reimburse Graphic Horizons for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- Purchase of specific fonts at the Client's request.
- Purchase of specific photography/clip art at the Client's request.
- Purchase of specific software at the Client's request.
- Hosting your site

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the client in writing within a period of fifteen (15) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

CONTENT

We will not work with content of a racist, hateful, illegal, or overtly pornographic nature. We do reserve the right to turn down any project that we feel uncomfortable with and refund any monies paid.

CONFIDENTIALITY

All correspondence and documents provided will be treated as confidential between the client and the designer, unless consent has been granted by both parties involved.

MAINTENANCE AND HOURLY RATE:

This agreement includes Web page maintenance to regular web pages with the indicated option and maintenance period selected from the Maintenance options listed below, up to an average of 10-30 hours per month total (depending on the selected option), including updating links and making changes to a sentence or paragraph or replacing text and graphics with text and graphics that are supplied to Graphic Horizons from the client. It does not include removing or replacing more than 30-50% (depending on the selected option), of the text from a page and replacing it with new text. It does not mean reformatting 50% or more of your webpage. If the client or an agent other than Graphic Horizons attempts to update the site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of \$50.00 (one hour minimum) and is not included as part of the updating time. This contract begins with the checked option maintenance and time period commences upon the date the client signs and submits this contract along with payment. Changes requested by the client beyond those limits will be billed at the hourly rate (depending on service required). 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, HTML editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping client's learn how to use their own web page editor.

The client will receive one of the following web maintenance services listed:

LOW MAINTENANCE

Save \$100.00 a month with this plan compared to using our hourly rate of \$25.00 with out a monthly agreement.

The client will receive updates and changes to existing web pages, (includes up to 10 hours per month total, subject to the limits outlined below. Additional changes billed at an hourly rate of \$25.00) from the date that this agreement is signed. This maintenance option will allow the client to make changes and upgrades to 30% of an existing web page on the client's website. The maintenance or upgrades will begin on the date that this agreement is signed. Upgrades will be done in thirty (15) minute increments, all upgrades that exceed the 10 hours per month total maintenance, will be billed at \$25.00 an hour at thirty (15) minute increments. No other parties shall have the right to change or alter the client's website other then Graphic Horizons, during this maintenance period. If the client or an agent other then Graphic Horizons attempts to update the site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of \$50.00 (one hour minimum) and is not included as part of the updating time.

\$150.00 a month

Average of \$15.00 an hour

Save 20% by purchasing a year of low maintenance for only \$1440.00 fees must be paid in full up front.

Average of \$120.00 a month and \$12.00 an hour

Save 15% by purchasing 6 months of low maintenance for only \$765.00 fees must be paid in full up front.

Average of 127.50 a month \$12.75 an hour

Save 10% by purchasing 3 months of low maintenance for only \$405.00 fees must be paid in full up front.

Average of \$135.00 a month and \$13.50 an hour

BASIC MAINTENANCE

Save \$225.00 a month with this plan compared to using our hourly rate of \$25.00 with out a monthly agreement.

The client will receive updates and changes to existing web pages, (includes up to 20 hours total, subject to the limits outlined below. Additional changes billed at an hourly rate of \$25.00) from the date that this agreement is signed. This maintenance option will allow the client to make changes and upgrades to 30% of an existing web page on the client's website. The maintenance or upgrades will begin on the date that this agreement is signed. Upgrades will be done in thirty (15) minute increments, all upgrades that exceed the 20 hours total maintenance, will be billed at \$25.00 an hour at thirty (15) minute increments. No other parties shall have the right to change or alter the client's website other then Graphic Horizons, during this maintenance period. If the client or an agent other then Graphic Horizons attempts to update the site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of \$50.00 (one hour minimum) and is not included as part of the updating time.

\$275.00 a month

Average of \$12.50 an hour

Save 20% by purchasing a year of basic maintenance for only \$2640.00 fees must be paid in full up front.

Average of \$220.00 a month and \$11.00 an hour

Save 15% by purchasing 6 months of basic maintenance for only \$1402.50 fees must be paid in full up front.

Average of 233.75 a month and \$11.69 an hour

Save 10% by purchasing 3 months of basic maintenance for only \$742.50 fees must be paid in full up front.

Average of \$247.50 a month and \$12.38 an hour

ADVANCED MAINTENANCE

Save \$250.00 a month with this plan compared to using our hourly rate of \$25.00 with out a monthly agreement.

The client will receive updates and changes to existing web pages, (includes up to 30 hours per month total, subject to the limits outlined below. Additional changes billed at an hourly rate of \$25.00) from the date this contract is signed. The maintenance or upgrades will begin on the date that this agreement is signed. Upgrades will be done in thirty (15) minute increments, all upgrades that exceed the 30 hours per month total maintenance, will be billed at \$25.00 an hour at thirty (15) minute increments. This maintenance option will allow the client to make changes and upgrades to 50% of an existing web page on the client's website. No other parties shall have the right to change or alter the client's website other then Graphic Horizons, during this maintenance period. If the client or an agent other then Graphic Horizons attempts to update the site and damages the design or impairs the ability for the web pages to display or function properly, time to repair the web pages will be assessed at the hourly rate of \$50.00 (one hour minimum) and is not included as part of the updating time.

\$500.00 a month

Average of \$16.67 an hour

Save 20% by purchasing a year of advanced maintenance for only \$4800.00 fees must be paid in full up front.

Average of \$400.00 a month and \$13.33 an hour

Save 15% by purchasing 6 months of advanced maintenance for only \$2550.00 fees must be paid in full up front.

Average of 425.00 a month and \$14.16 an hour

Save 10% by purchasing 3 months of advanced maintenance for only \$1350.00 fees must be paid in full up front.

Average of \$450.00 a month and \$15.00 an hour

EXPENSES:

Graphic Horizons reserves the right to charge the client all and any additional fees or expenses which might occur from the maintenance of the client's website or web pages. In which Graphic Horizons incurs a cost or bill from an outside agency, organization, company or any other entity. This would include, but is not limited to: travel expenses, long distance phone calls, obtaining specific programs or plug-ins, creating and producing all printed materials (such as; brochures, manuals, posters, etc.), hiring outside contractors, obtaining specific hardware or computer equipment, obtaining specific licenses or copyrights, all reproduction cost of the client's website or webpage's (such as; reproducing on floppy disks, Zip disks, CD-ROMs, or any other portable computer medium). Graphic Horizons shall inform the client and receive written approval, by the client before beginning any development or obtaining any services, equipment or software that would require the need of an added expense or fee to the client.

BILLING AND PAYMENT TERMS

All orders and maintenance contracts must be paid in full when order is submitted. All extra maintenance and additions that are billed at an hourly rate shall be billed to the client at the end of each month. All invoices must be paid within fifteen days (15) of invoice date. All maintenance fees must be paid at least seven days (7) before termination of the maintenance contract. If the fifteen (15) day minimum is not met an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at an annual rate of 18%, charged monthly, from the date the 10% penalty was levied.

Graphic Horizons reserves the right to remove all web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. Most frequently,

problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact Graphic Horizons to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

Checks, Money Orders, and Wire Transfers must be made out to Heather Balagh of Graphic Horizons.

A full payment of the order shall be paid to Heather Balagh of Graphic Horizons at the signing of this agreement and at the start of the project; unless a payment method is agreed upon by Graphic Horizons and the client.

The Maintenance Package selected is _____

The total Maintenance Fee is \$ _____

This agreement shall be accompany by an invoice for the entire maintenance plan for the Client's Website submitted by Graphic Horizons no later then 7 days of signing.

ACCEPTANCE OF AGREEMENT

The client is engaging Graphic Horizons, as an independent contractor for the specific purpose of maintaining their current web design. The client hereby authorizes Graphic Horizons to access this account, and authorizes the Internet Service Provider to provide Graphic Horizons with "read write execute permissions" 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 above prices, specifications and conditions are hereby accepted. The designer is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above. This agreement is not valid until signed by the client. Both parties will receive a copy of this signed agreement.

Graphic Horizons: _____ Date: _____

Client Signature: _____ Date: _____

THANK YOU FOR CHOOSING BUSINESS WITH GRAPHIC HORIZONS