

Contract for Web Site Hosting

Business and Contact Information

Contact Name Phone

Company/Client Cell

Address

City State ZIP

E-mail address

Web Site URL

Eventide Web Design's goal is to provide an enjoyable, easy experience for the client while hosting their Web site(s). One way to do this 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 Eventide Web Design, a limited liability company, located at 13653 County Road 25, Villard, MN 56385-2271, as an independent contractor for the specific project of hosting the client's Web site(s) on Eventide's Web hosting server. The client hereby authorizes Eventide full access of the client's Web site, and authorizes Eventide Web Design full editing rights to all files stored on Eventide's Web host servers for the duration of this contract. The client understands that Eventide enjoys full rights to delete, deny access to, or otherwise block any content stored on Eventide's Web hosting server.

2. The Web Hosting Package – This contract covers the following Web hosting services provided by Eventide Web Design:

Package Name , which incurs a fee of per contracted period.

Yearly Domain Name Fee (If purchased through Eventide Web Design):

Disk Storage Space: Number of Databases:

Monthly Bandwidth: Number Sub Domains:

Number of Email Accounts: Number of FTP Accounts:

Domain transfer fee: \$25.

Purchase domain through eventide: \$15/yr

Fee Adjustment: Adjustment Notes:

If the client chooses, Eventide will provide up to two hours of training (via phone, email, or Instant Messaging) on how to access the client's files via FTP, basic concepts of updating and maintaining the client's Web site, if any, and use of Web-based email services. Additional time spent on the above-mentioned training, instruction on setting up client-based email, and/or any instruction on database use and maintenance will require a \$30 per hour fee.

3. Duration of and Payment for Web Hosting Services – Web hosting services are contracted on a month-to-month, yearly, or bi-yearly basis. The client agrees to pay for the contracted service in advance, due before midnight of the beginning of the contracted service period. The initial payment may or may not include additional fees above and beyond the regular service period amount. Each subsequent payment from the client to Eventide will be due before midnight of the anniversary date of the contracted service period.

4. Changes to Web Hosting Services – The client may change the specific services provided or change to a different contracted hosting period as defined above by providing a written request in the form of an email or letter. Typically, changes will be within the definition of the packages outlined on the Eventide Web site. However, if necessary, and at Eventide Web Design's discretion, Eventide may work with the client to provide a custom package that meets the needs of the client. Any change in the services provided, however minor, or any change in how the client pays for the service, will render the current contract null and void and a new contract must be signed.

5. Discontinuing Web Hosting Services – If the client chooses to discontinue retaining Eventide Web Design for Web hosting, the client must provide a written request, in the form of an email or letter specifying the date which the client desires to stop the service. Hosting will stop at midnight of the specified date. Any pre-paid money will be returned, prorated on a daily (for month-to-month hosting) or monthly (for yearly or bi-yearly hosting) basis from the beginning of that service period's pre-paid service to the date the service will be discontinued, rounded up. The client may request any of his or her files stored on Eventide's server to be sent to them either via FTP or email (\$5 charge), or, if desired, compact disc (\$10 charge).

6. Payment of Fees – The methods of payment available to the customer to pay for Services provided by Eventide to The Customer include, but are not limited to, cash, money order, cashier's check, and credit card.

7. Authorization of Use – The FTP and login information the client receives as part of this contract is non-transferrable. Only the person who signs this contract and one additional designated individual are allowed to upload and download files to and from the assigned FTP address. The client understands that the server space used under this contract is purely for the purposes of hosting a publicly accessible web site. If Eventide determines that the client has violated any of the above terms in the section, Eventide reserves the right to terminate the contract immediately and remove all contents from Eventide's server.

8. Inappropriate and Illegal Content – Illegal and "adult" content will not be allowed or tolerated on Eventide Web Design's server. Eventide will, on occasion review the files stored on our server. In the event Eventide discovers any illegal content stored on Eventide's server by the client, Eventide Web Design will immediately block access to the client's hosted Web space and report to the appropriate authorities the discovered content. Eventide will work with the authorities as they deem necessary in regards to the illegal content. This contract will become null and void in such a case. Similarly, if any "adult" content (defined as text or images that are illegal for anyone under 18 years of age to view or access) is discovered to be stored on Eventide's server by the client, Eventide Web Design will immediately block access to the client's account. The client will receive a warning in the form of an email informing him or her that the unauthorized content, and only the unauthorized content, will be removed from Eventide's server. Any subsequent discovery of unauthorized content will render this contract null and void and all files stored on Eventide's server will be deleted immediately upon discovery. The client is purchasing the right to use a given amount of storage space on server space that Eventide is itself paying for. As such, Eventide reserves the right to delete any content stored on its server, or block access to any content for any reason, at any time.

Legal Considerations

1. Liability. Eventide Web Design does not warrant that the Web hosting services provided will meet the client's requirements or that use of the Web hosting server will be uninterrupted or error-free. The entire risk as to the quality and performance of hosting the Web space is with the client. In no event will Eventide 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 access or otherwise use the hosted Web space, even if Eventide 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.

2. Copyrights and Trademarks. The client represents to Eventide Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork saved to Eventide's server 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 Eventide and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

3. 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 Eventide Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

4. Copyright to Files Hosted. The client enjoys full copyright to any and all files hosted on Eventide Web Design's server, except any photos, graphics, source code, work-up files, and computer programs not originally owned by the client, and remain the property of their respective owners. Eventide and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

5. Payment of Fees and Failure to Pay. Payments must be made promptly. Delinquent bills will be assessed the full amount due plus a finance charge of 1.5% per month of the average daily balance owed during each month that the balance is not paid in full. If, after thirty days the client's account remains delinquent, Eventide reserves the right to either block access of the files hosted by Eventide to the client or remove entirely the client's files from Eventide's server until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process.

6. Sole Agreement. The agreement contained in this "Contract for Web Site Hosting" constitutes the sole agreement between Eventide Web Design and the client regarding the hosted Web space. 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 or changed services after that time will require a new agreement.

7. Scope of Effect for Services. This agreement becomes effective only when signed by an agent of Eventide Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Pope County, Minnesota, and any dispute will be litigated or arbitrated in Pope County, Minnesota. Please pay on time.

8. Total Contracted Amount, Initial Payment and Refund Policy.

The client agrees to pay the amount of _____ on a _____ basis.

This agreement begins with an initial payment of _____

Within fourteen days of the signing of this contract, the client may request that Eventide Web Design discontinue hosting and apply by email or written letter for a refund to Eventide Web Design, 13653 County Road 25, Villard, MN 56385-2271. Hosting will be discontinued, any files place on Eventide's server will be removed, and any payments made to Eventide up to that point shall be returned to the client via cashier's check.

The undersigned is authorized by his or her organization to sign this contract, agrees to the terms of this contract, and understands that he or she and the represented organization are bound to Eventide Web Design's Terms of Service Agreement.

On behalf of the client (authorized signature):

_____ Date _____ Authorized User: _____

On behalf of Eventide Web Design (authorized signature):

_____ Date _____

Instructions:

Please fill this out on your computer and then print out at least two copies and sign them – keep one for your records and send the other to us.

NOTE: Saving a completed form on your computer will not save the data you entered.