

## Contract for Web Site Maintenance

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Eventide Web Design's goal is to provide an enjoyable, easy experience for the client during the maintenance contract period. 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 client, named in the Information Worksheet at the end of this contract, is engaging Eventide Web Design, a sole proprietor, located at 13653 County Road 25, Villard, MN 56385-2271, as an independent contractor for the specific project of maintaining and/or improving an existing Web site owned by the client and hosted either on Eventide's Web server or on a third party server the client is paying for. The client hereby authorizes Eventide to access any and all files on the client's Web site, whether on Eventide's server or another Web host's server for the duration of the services Eventide will be providing to the client under this contract.

**2. Fee Schedule** – Eventide's base hourly rate is \$30 per hour. Eventide provides the option of four **pre-paid** maintenance plans:

<b>Hourly, per-incident:</b>	\$30/hour
<b>Month-to-month:</b>	\$30 per month
<b>Six months:</b>	\$150
<b>Yearly:</b>	\$300

- All plans are **pre-paid**
- Month-to-Month, Six Month, and Yearly plans include up to two hours per month
- Hourly rate applies for any time over two hours in any one calendar month
- Minimum 1 hour billed for any work done by the hour
- Work will be completed within 48 hours of **your confirmation of the quoted price** - it is usually done within 24 hours

What "maintenance" does and does not include:

- Maintenance **does** include
  - Minor changes to a page's text, links, and images on an existing page (up to 200 words or 5 images per page)
  - Minor changes to the layout of a page
  - Web hosting account management (adding/deleting email accounts, ftp accounts, etc)
  - Site functionality (navigation and similar server-based work)
  - Management of installed photo gallery software
  - Management of installed shopping cart software
  - Management of installed calendar software
- Maintenance **does not** include
  - Creating a new Web page
  - Additions to your Web site such as adding a photo gallery or shopping cart
  - Changes to a Web page that alter more than 50% of the page's text or images

All maintenance services are subject to our [Terms of Service Agreement](#), available online at <http://www.eventidewebdesign.com/documents.php>. All maintenance plans except hourly require a **signed contract** before work will commence.

With a maintenance contract we can overhaul existing pages or add one or more new pages to your site at the rate of \$75 per page.

The monthly maintenance package does not include major re-work of any Web page. "Major" re-work is defined as altering over 50% of the text and/or images on a page and/or replacing it with new text and/or images. Major re-work of any Web page will incur a fee of \$75 per page under any signed maintenance contract. If, while the client is retaining Eventide Web Design for ongoing maintenance of the client's Web site, the client or an agent other than Eventide Web

Design attempts to update the client's Web pages, time spent to repair or rework the Web pages will be assessed at the hourly rate of \$30, and is **not included** as part of the regular monthly maintenance time agreement.

**3. Additional Content** – This contract covers only the number of Web pages and their content at the time this contract goes into effect and as indicated on the Information Worksheet at the end of this contract. New pages developed for the Web site covered under this contract will assess a fee of \$75 per page. Any new features to be added to any existing Web page will be charged an additional fee. The client will receive an estimate for the new content and work will not commence on the new content until the estimate is approved by the client.

Permanent removal of a Web page that is covered under this contract, whether by Eventide Web Design, the client, or any other agent, will not result in a refund of any kind by Eventide. Replacement of the Web page, if requested, will incur a \$75 charge to re-develop the Web page, or if a backup file exists, Eventide will assist the client in re-uploading the Web page to the client's Web host server for an hourly fee.

**4. Hourly Rates** – All work listed in this contract agreement that is charged on an hourly rate will incur a **minimum one hour** fee, with subsequent hourly fees starting after 15 minutes into the following hour.

**5. Payment of Fees** – Fees to Eventide Web Design are due and payable prior to each service period for which Eventide's services are being retained (month, six months, or year). In the event the client has not pre-paid for a month (or year), Eventide can and may discontinue maintenance of the Web site. Payments may be made in the form of a cashier's check or money order sent to Eventide. Credit card payments can be made via Eventide's online invoicing service. The client will be sent an invoice via email detailing the services being offered and the current amount due.

**6. Assignment of Project** – Eventide Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

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## Legal Considerations

**Signing this contract binds the client to the Terms of Service Agreement, which is available for viewing and downloading at <http://www.eventidewebdesign.com/documents.php>.**

**1. Liability** – Eventide Web Design does not warrant that the functions contained in these Web pages or the Internet Web site 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 Web site is with the client. In no event will Eventide Web Design 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 Web site, even if Eventide Web Design 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 furnished to Eventide Web Design 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 Eventide Web Design 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 Web pages** – Copyright to the incomplete and completed work of any and all new Web pages produced by Eventide Web Design is owned by Eventide Web Design. Upon final payment of this contract and Final Delivery of any new

Web page files to the client's Web host, the client is assigned rights to use as a Web site the design, graphics, and text contained in the finished assembled Web site. 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. Eventide Web Design 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** – In order for Eventide Web Design to remain in business, payments must be made promptly. Eventide Web Design will immediately cease maintenance services if full payment is not made within 10 days of the due date. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by 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.

**6. Sole Agreement** – The agreement contained in this "Contract for Web Site Maintenance" constitutes the sole agreement between Eventide Web Design and the client regarding the Web site. 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. Initial Payment and Refund Policy** – The client agrees to pay Eventide Web Design the amount specified in this contract on a **prepaid** basis monthly, semi-annually, or yearly, depending on the service period. Payment is due on the date services are to begin and on the monthly, semi-annually, or yearly anniversary of the beginning date. If payment is not received by Eventide within ten days of the contracted due date, Eventide can and may cease services until payment is made in full.

### Information Worksheet

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Contact Name

Phone

Cell

Company/Client

Address

City

State

ZIP

E-mail address

Web Site URL

Username

Password

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This contract includes Web pages and maintenance will begin on

This contract is for the plan.

Client agrees to a pre-payment of \$ for services, due on the anniversary of the date services began.

#### Method of Payment

The client understands that payments to Eventide Web Design, LLC will be made either by cashier's check, money order, or, to pay using a credit card, via Eventide's online invoicing service.

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The undersigned agrees to the terms of this contract and the Terms of Service Agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of Eventide Web Design, LLC (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. Saving this form on your computer will not save the data you entered.