

PC Centrals Website Contract

Total Price: \$0

40% Deposit Required (Sites under \$300 require full payment): \$0

Pages: 0

***** Directions for accepting this contract are at the bottom of
this document in RED. *****

Our desire is to please our clients. One way to accomplish this is to make clear our understandings with each other. These are the terms of our agreement together:

Contact Name:

Phone:

Company:

Address:

City:

State:

ZIP:

Country:

E-mail address:

Present WWW URL (if any):

These are the terms of our agreement together:

1. Authorization. The above-named client is engaging PC Central, a sole-proprietorship, which is an independent contractor for the specific project of developing and/or improving a World Wide Website to be installed on the client's web host or our provided web host. The client hereby authorizes PC Central to access this account, and authorizes the web hosting service to provide PC Central 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 PC Central to publicize their completed website to Web search engines, as well as other Web directories and indexes. PC Central will not install any items on a 'free' hosting server.

2. Website Package Elements. PC Central includes the following elements in the Website Packages:

- **E-mail/phone consultation** of up to 1-hour total of general Internet orientation education, marketing strategy, and web design consultation. Telephone long distance charges are in addition to package rates. Additional consultation is at our hourly rate.
- **Words of text** supplied by the client must be in the following format: diskette/CD/email. PC Central will not type text into the website. The client must specify the appropriate text for each webpage. PC Central will not develop any text for the client's website. The client is responsible for their own content. Each page can have up to 500 words per page. If more text is required after the initial 500 words per page, the client must pay an additional charge of \$25 per 500 words for each page.
- **Links** to external pages, up to 5 per page.
- **Custom Graphics.** Header graphic on first page (simple custom graphic incorporating company logo). Company logo will be used 'as is' if supplied on disk or CD. If we scan for you, we will do our best to make as presentable as possible; however, we will not 'pixel edit' the image unless an additional charge of \$55.00 per hour is paid by the client.
- **Photos and other misc. graphic images** supplied by client up to 5 included per page in standard websites, in addition to header and top-of-page graphic.
- **Installation** of web pages on the client's or our web hosting company.
- **Minor updates and changes** to existing web pages for three months, subject to the limits outlined below. Additional changes billed at hourly rate. This includes only "regular" pages, not product pages or the ordering system pages.
- **Site publicity** to at least 10 major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.
- **E-mail response link** on each web page to any e-mail address (if desired).
- **Blog.** The minimum cost for installing a blog is \$50. **PC Central will only install a blog on websites we design and host.** PC Central will supply the client with the full website address of the blog control panel and will also supply a user name and log on. PC Central will supply a short guide for using the blog in

Adobe PDF format.

- **Discussion Board.** The minimum cost for installing a discussion board is \$100. PC Central will supply the client with the full website address of the discussion board control panel and will also supply a user name and log on.

3. Website Packages Content. The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated, **none created**. This website includes up to **0** web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay PC Central an additional charge for each additional web page. Where custom graphic work (beyond the scope of the "Custom Graphics Element" detailed above) is requested, it will be billed at our hourly rate.

4. Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular web pages (not store product pages) over a three-month period, including updating links and making minor changes to a sentence or paragraph. 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 PC Central attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The three-month maintenance period commences upon the date the client signs this contract. Changes requested by the client beyond those limits will be billed at our hourly rate. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation, marketing consulting, web page design, editing, modifying product pages in an online store, and art, photo, graphics services, and helping clients learn how to use their own web page editor.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

6. Web Hosting. The client understands that any web hosting services require a separate contract with either PC Central or with another web hosting service. PC Central will not install any items on a 'free' hosting server. The client agrees to select a web hosting service that allows PC Central full access to the web site and a cgi-bin directory via FTP and telnet. The client further understands that if the web hosting service's operating system is not a Unix system, standard CGI software may not work, and providing a substitute may incur additional charges. PC Central will host websites they create for a \$130.00 yearly fee. The first year of a hosting and domain name with PC Central is free of charge.

7. Domain Name Registration. Domain name registration is included in the price of web design or web hosting for only the first year. We register the domain name with a private Who Is database registration. We will, if desired by the client, transfer the domain name to them after the first free year.

8. Completion Date. PC Central 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, **agreed date**. If the client does not supply PC Central complete text and graphics content for all web pages contracted for within six 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 until the website is advertised. The client is again advised to send us your **final text** as soon as possible, along with any photos, diskettes, brochures, or advertising material useful for completing the website project.

9. Payment of Fees. Fees to PC Central are due and payable on the following schedule: 40% upon signing this contract, 60% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$300, the total amount shall be paid upon signing this contract. In case the client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made.

10. Additional Expenses. Client agrees to reimburse PC Central for any additional expenses necessary for the completion of the work. Examples would be (but are not limited to): purchase of special fonts, graphics, stock photography, templates, themes, software, scripts, etc.

11. Additional Services. Any revisions, additions or redesigns the client wishes PC Central to perform not specified in this document shall be considered 'additional' and will require a separate Agreement and payment.

12. Assignment of Project. PC Central reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

13. Legal Stuff. In no event will PC Central 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 PC Central 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.

14. Copyrights and Trademarks. The client represents to PC Central and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to PC Central 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 PC Central and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

15. 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 PC Central and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

16. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by PC Central is owned by the client upon final payment for the website. We retain the right to use the **layout** of our **pre-designed** websites without any of the client's content (logo, pictures, text, and links). PC Central and its subcontractors have the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

17. Payment of fees. In order for PC Central to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$30 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 10% penalty will be added for each month of delinquency. PC Central 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.

18. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between PC Central 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 two (2) months after both parties sign this contract. Continued services after that time will require a new agreement.

19. Age. Client certifies that he or she is at least 18 years of age.

20. Authorship Credit. Client agrees that PC Central may put a byline and hyperlink on the bottom pages of their website establishing authorship credit and that PC Central may advertise the client's website as an example of their work.

21. Website Content. PC Central will not design or host any website containing adult content or pornography.

22. Initial Payment and Refund Policy.

The total amount of this contract is \$ 0 comprised of \$ 0 for web design by PC Central (Including 1 Free year of Hosting and Domain Name), \$ 0 for website hosting & standard website maintenance by PC Central, \$ 0 for installation of a blog, \$ 0 for installation of a discussion board, and \$ 0 for domain name registration by PC Central.

This agreement begins with an initial payment of \$ 0. PC Central does **NOT** refund any web design work completed for the client after the deposit is received and contract is accepted.

23. Entire Understanding. This contract constitutes the sole agreement between PC Central and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of New York.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business. No responsibility will be accepted for digital, photocopied signatures or email acceptances.

Ways to accept this agreement:

- 1. *** Send a Deposit or Full payment to PC Central. By paying PC Central to continue with your website, your accepting the terms of this contract. *****
- 2. Physical Signature**
- 3. Digital Signature/Photocopied Signature**
- 4. Any acceptance response statement from the clients email address listed above after we submit the contract to our client from pccentralny@gmail.com.**

On behalf of the client (authorized signature):

_____ Date _____

On behalf of PC Central (authorized signature)

Stephen Alberts – PC Central/Owner

Date: