

Web Site Design Agreement

Hosting Company, Domain registrar and any other 3rd party group or organization necessary in the process of constructing the site are the responsibility of the Client unless otherwise arranged.

Hosting. The client understands that any Hosting Provider Services require a separate contract with the Hosting Provider of the Client's choice. The client agrees to select a Hosting Provider, which is compatible and allows the Contractor full access to the Web site and a cgi-bin directory via FTP.

Completion Date. The Web site will be completed 60 days from the date the deposit is received. If either party should foresee any delays, an explanation should be provided in writing and an amendment to this contract must be signed providing a new completion date. Payment will be due in full at this time unless the client and contractor have otherwise agreed upon in writing a change in date.

If the client does not supply the Contractor with text and graphics content for all Web pages within six weeks of the date this the deposit is received, the entire amount of the contract becomes due and payable, unless the client and contractor have otherwise agreed upon in writing a change in date.

Deposit will be received at start of project and balance of is due upon completion on date as per contract.

Intellectual Property Ownership. Once the final payment has been made Contractor grants to Client a royalty-free nonexclusive license to use anything created or developed by Contractor for Client under this Agreement. (Contract Property) The License shall have a perpetual term and the Client may not transfer it. Contractor shall retain all copyrights, patent rights and other intellectual property rights to the Contract Property.

Copyright to Web Pages. Copyrights to software, scripts and server side programs remain the property of their respective owners. All copyrights to Design, Formatting, Layout and HTML will be transferred to Client after final payment is received. Media-Masters reserves the right to display assembled works in their prospective portfolio.

Payments. Payments must be made promptly. Delinquent bills will be assessed a \$15 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 5% penalty will be added for each month of delinquency. The contractor 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.

If any changes or any other events beyond the parties control require adjustments to this Agreement, the parties shall make a good faith effort to agree on all necessary particulars. Such agreements shall be put in writing, signed by both parties and added to this Agreement.

If the Client halts work and applies by registered letter for a refund within 5 business days work shall be billed at an hourly rate of \$65.00, 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 the work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made by registered letter within 5 business days of this contract.