



Website Contract Agreement

Please call 772.341.3797 for a quote.

This agreement represents a contract between Your Company, herein referred to as 'client', and SiteSwami.com.

1. Authorization. The above-named client is engaging SiteSwami.com, located at 4002 Lincoln Street SE, Port Salerno, Florida 34997, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes SiteSwami.com to access this account, and authorizes the web hosting service to provide SiteSwami.com with "write permission" 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 client also authorizes SiteSwami.com to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Website Elements. SiteSwami.com agrees to provide the following web services per client specifications:

- **Design and Development** of Your Company's website including web pages for homepage, staff biographies, commonly asked questions, company policies, testimonials, industry information, media coverage and local area resources.
- **Installation** of web pages on the client's web hosting service.
- **Database integration** of customer information and product uploads.
- **Ecommerce shopping cart set-up** providing secure server access to allow customers to purchase Your Company's products.
- **Video introduction** of Your Company's mission and vision.
- **Minor updates and changes** to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate.
- **Site submission** to major search engines including Yahoo, Google, AOL, and MSN.
- **E-mail response link** to any e-mail address the client designates.
- **Feedback response form** to allow website visitors to submit contact information, and request client literature.

3. Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular web pages over a six-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 SiteSwami.com attempts to update 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 six-month maintenance period commences upon the date the client signs this contract.

Changes requested by the client beyond those limits will be billed at the rate of **\$/hour**. 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, editing, art, photo, and graphics services.

4. Changes to Submitted 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.

5. Web Hosting. The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows SiteSwami.com full access to the website and a cgi-bin directory via FTP and telnet.

6. Completion Date. SiteSwami.com 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 11/1/2005.

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

8. Copyright to Web Pages. Copyright to the finished assembled work of web pages produced by SiteSwami.com shall be retained by SiteSwami.com until final payment is received. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. SiteSwami.com retains the right to display graphics and other Web design elements as examples of work in respective portfolio.

9. Payment of fees. In order for SiteSwami.com to remain in business, 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. SiteSwami.com 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. This agreement becomes effective only when signed by SiteSwami.com. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Martin County, Florida, and any dispute will be litigated or arbitrated in Martin County, Florida.

10. Indemnification. SiteSwami.com does not warrant that the functions contained in these web pages or the Internet website will be uninterrupted or error-free. In no event will SiteSwami.com 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 SiteSwami.com 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.

11. Sole Agreement. The agreement contained in this "Website Contract Agreement" constitutes the sole agreement between SiteSwami.com 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

12. Initial Payment and Refund Policy.

The total amount of this contract is \$.

This agreement begins with an initial payment of \$. If the client halts work and applies by registered letter for a refund within 30 days, to SiteSwami.com, 4002 Lincoln Street SE, Port Salerno, FL 34997, phone (772) 341-3797, work completed shall be billed at the hourly rate stated above, 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 work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of Your Company (authorized signature):

_____ Date _____

On behalf of SiteSwami.com (authorized signature):

_____ Date _____