

SAMPLE CONTRACT FOR NETDESIGNSUSA.COM

1. Policy: We at NetDesignsUSA.com, a domain owned and operated by Net Designs USA & Kourtnie J. Sanders, are proud to deliver above satisfactory services and products that will not only be visually pleasing, but fit all of your design needs. Please be informed that once payments are received, work has begun, and/or the necessary contracts are signed these payments and/or contracts are final, legal, and nonrefundable! Any changes to design after payment may incur a redesign or adjustment fee.

All services and products designed by NetDesignsUSA.com and its Associates are original and legal works unless it is otherwise discussed with the contract holder. If the services or products provided by NetDesignsUSA.com contain works which were not created by a NetDesignsUSA.com associate, but have been approved by the fully informed contract holder; NetDesignsUSA.com and its associates will NOT be held responsible for any consequences which may follow.

Please be informed that NetDesignsUSA.com will not participate in any way with illegal, discriminative, or otherwise harmful materials and subject matter. NetDesignsUSA.com reserves the right to refuse business and will strictly adhere to any laws; regulations; and guidelines set for the protection of all.

In regards to designs containing adult material all parties involved must be 18 years of age or older and in some states 21 years of age or older. NetDesignsUSA.com must have a copy of the contract holders and all participating parties' legal identification as well as a signed model release form. There are absolutely NO EXCEPTIONS!

Please be advised that over the course of the design and maintenance process NetDesignsUSA.com may require your **username and password** and in some instances a birth date, phone number, address, email address, and a security question answer. During the design or maintenance process it is understood that NetDesignsUSA.com will access forums where personal information may be held. NetDesignsUSA.com will NOT share your personal information with any third parties unless it is agreed upon by you, with written consent. We vow to act respectfully and responsibly with your personal information and will not invade your privacy in anyway. We are committed to upholding the security and integrity of not only our company but of our clients.

If you have any questions, comments, or concerns please feel free to visit us at www.NetDesignsUSA.com, email us info@NetDesignsUSA.com, or call us at **(213)465-3089**

2. Authorization: The above-named client is engaging NetDesignsUSA.com, 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 server of their choosing. The client hereby authorizes NetDesignsUSA.com to access this account, and authorizes the web hosting service to provide NetDesignsUSA.com with "written permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes NetDesignsUSA.com to publicize their completed website to Web search engines.

3. Customized Design Package Elements: NetDesignsUSA.com has included the following elements in your Customized Website Package:

- **E-mail/phone consultation:** *(not yet specified)*
- **Content:** *(not yet specified)*
- **Custom Graphics Package:** *(not yet specified)*
- **Photos and other misc. graphic images:** *(not yet specified)*
- **Installation:** *(not yet specified)*
- **Minor updates and changes** to web pages post completion. All MINOR alterations to website are free for up to 30days after website is complete. All errors created by a designer/associate of NetDesignsUSA.com will be corrected free of charge if the error is brought the attention of a NetDesignsUSA.com associate within 90days of the completion of the website. The errors will be corrected in a timely fashion. Any changes to be made after the times stated above may incur an additional fee.
- **Site publicity** all keywords and links to the website will be interwoven into the inner workings of the website so that it may be easily searched on all search engines. Keywords and Description must be submitted to a NetDesignsUSA.com associate prior to the completion of the website.
- **E-mail response link:** *(not yet specified)*
- **Logo design ():** *(not yet specified)*
- **Flash or Motion graphics:** *(not yet specified)*
- **See Section 19 for additional specifics of this web project.**

4. Website Packages only: The content of the WebPages will be supplied by the client and executed as specified by the client in the consultation dated _____. This website includes up to _____ primary Web Pages. In case the client desires additional standard WebPages beyond the original number of pages specified above, the client agrees to pay NetDesignsUSA.com an additional _____ for each additional webpage.

Graphics or photos beyond what was agreed upon in the first consultation are subject to additional fees.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate \$35.00 (and up) per hour)

6. Maintenance and Hourly

7. Changes to Submitted Text: Please send us your **final text**. Time required to make changes to client's submitted text after the web pages have been constructed will be additional, and billed at the hourly rate or at a previously discussed rate.

8. 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 NetDesignsUSA.com full access to the website 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.

9. Payment of Fees:

Once payment is 100% complete then the website will be released to the client's web hosting server. In case the client has not secured Web space on a web hosting service by the time the WebPages are completed, the WebPages may be delivered to the client as an attachment in an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds. Cash, Check, Credit Card, Money order; final publication of the website will not occur until payment 100% finalized. All Checks and Money orders are to be made out to Kourtne J. Sanders OR Net Designs USA .

10. Assignment of Project: NetDesignsUSA.com reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. Any additional charges will be discussed with the contract holder and any adjustments to the estimate will only take place with the consent of the contract holder.

11. Legal: NetDesignsUSA.com does not warrant that the functions contained in these WebPages or the Internet website will meet the client's requirements or that the operation of the WebPages will be uninterrupted or error-free. The entire risk as to the quality and performance of the WebPages and website is with client. In no event will NetDesignsUSA.com, Kourtne J. Sanders or Net Designs USA 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 WebPages or website, even if NetDesignsUSA.com and its associates have 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.

12. Copyrights and Trademarks: The client represents to NetDesignsUSA.com and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to NetDesignsUSA.com for inclusion in WebPages 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 NetDesignsUSA.com and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. 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 NetDesignsUSA.com and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to WebPages: Copyright to the finished assembled design work of WebPages produced by NetDesignsUSA.com is owned by NetDesignsUSA.com. 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. 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. NetDesignsUSA.com and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees: In order for our company to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15.00 charge if payment is not received within 15 days of the due date. NetDesignsUSA.com reserves the right to remove WebPages from viewing on the Internet until final payment is made and all checks/money orders have cleared. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by an associate of NetDesignsUSA.com. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Gardena, California, and any dispute will be litigated or arbitrated in Gardena, California. Please pay on time!

16. Sole Agreement: The agreement contained in this "Website Design Contract" constitutes the sole agreement between NetDesignsUSA.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.

17.Associate: You assigned designer and associate is Kourtnie J. Sanders, executive designer and Owner of Net Designs USA- Chief moderator of NetDesignsUSA.com. If you have any questions please feel free to contact Kourtnie J. Sanders via email at KourtnieJoi@aol.com or call at 213-465-3089 between the hours of 9:30 am-7:30pm Monday-Friday and between 10am-2:00pm Saturday. **Please no calls on Sunday.**

18. Initial Payment and Refund Policy: Refunds will only be honored if work has not already begun. This does not include initial design template examples, color swatches, or design sketches. Your assigned design associate is obligated to inform you when the design process has begun. It should however be assumed that once payment is received that the process of designing the website has begun. **The above client has requested that payments be divided into _____ payments.**

19. Web Project Specifications Unique to this Agreement:

Quantity	Item	Description