

Web Site Maintenance Agreement – Version 1.1

This agreement is between _____ (the Client) and Island Internet Presence (the Firm).

The Client is contracting the Firm as a provider of website maintenance services. Services not considered 'standard website maintenance' are billable at a regular hourly rate of \$ 75.00, and will not be considered part of this contract.

What IS included in this agreement:

- Edit, revise, update or create new textual content on existing pages based on the Client request.
- Search engine optimization services as requested.
- Quarterly Website Health Check Up using *SITESORT* tool.
- Notification of any website SEO opportunities and potential performance issues.
- Consultation and guidance on the use of the website.
- Maintain a full backup of website through the duration of this contract. This backup will be delivered in full to client on closing of this contract.

What is NOT included in this agreement and requires a separate design agreement:

- Website redesign, re-alignment or re-development.
- Creation of new page templates.
- CMS design or integration including, but not limited to: blogs, shopping carts and web forums.

Total Agreement:

The Firm shall provide the Client with minor updates to the website for a period of paid subscription. A new agreement is required at the expiration of the subscription. Minor updates should not exceed more than 50% of the content on any single site page.

The Firm will maintain a log of work performed and will make the log available to the Client upon request.

During the duration of this contract, the Client agrees that the Firm will be the sole provider of maintenance services for the website, and no other party will have access to or rights to change the website. It is understood that CMS Clients may be making edits thru their CMS system. Edits or fixes required that are the result of the Clients work thru their CMS system will be charged to the Client's Maintenance Plan.

If a party other than the Firm makes website code changes (CSS, HTML, JAVA, etc.) that result in errors and that must be repaired will be billed at the hourly rate specified above.

Compensation

The Client agrees to compensate the Firm via the credit card subscription for the amount specified in the retainer option selected.

The Client understands that there is no refund for unused time in the plan.

Deadlines & Deliverables:

The Firm will respond to all maintenance requests from the Client within 48 hours on weekdays excluding Federal Holidays via the online maintenance request form found in the Client's online account. All efforts will be made to complete requests within 48 hours during weekdays, excluding Federal Holidays.

The Firm will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that the Firm has any issues in delivering on a quoted deadline, the Client will be notified via email or telephone.

Additional Services:

Any revisions, additions or redesign the Client requests the Firm to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. The Firm shall advise the Client on any requested work that falls within these bounds.

Authorization:

The Client hereby authorizes the Firm to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider.

Termination:

The Client may cancel this website maintenance agreement at any time, by providing one month's written notice, provided that payment is up-to-date. No refund will be given for any unused period of the advanced payment.

The Firm reserves the right cancel this website maintenance agreement at any time, for any reason, without prior notification and will provide a cancellation notice either electronically or in writing sent to the address of record.

Legal:

1. The Client and the Firm are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor the Firm has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.
2. The Firm will maintain the confidentiality of Client's source materials, technical and marketing plans, and all other sensitive information.
3. To maintain our portfolio credentials, and the integrity of any applicable copyrights, the Firm shall be entitled to place an unobtrusive credit with a hypertext link ("Website Maintained by...") in the footer on each page on the website and other online material produced. The Firm is also entitled to reproduce samples of Client's website in our portfolio and in marketing materials.
4. The Firm and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in Island County, Washington, and any necessary arbitration or litigation will take place in this county.
5. Client is solely responsible for the editorial content of the material included on its website or social media outlets. Accordingly, the Client agrees that it will defend and indemnify (hold harmless) the Firm from any suit, demand, or claim resulting from the editorial content of the website or social media outlets.
6. Client represents to the Firm and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Firm for inclusion in Client's website or social media outlets are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend the Firm and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
7. The Firm will not be liable to Client or to any third party for any damages arising from the use of website or social media outlets.
8. 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.

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

NOTE: Payment thru our website shopping cart serves as the Client's acceptance of the terms of this agreement.

On behalf of the Client: _____ Date _____

On behalf of Firm: _____ Date _____