

Web Site Agreement

This agreement is between Company X, hereinafter referred to as "client", and Triplets R Us Web Design.

As your partner in success we want to make clear our understandings with each other. These are the terms of our agreement.

1. Authorization. You hereby request services from Triplets R Us Web Design, which will include the design, creation and programming of web pages for advertising of client's products on the Internet (World Wide Web).

2. Completion Date. Triplets R Us Web Design and the client must work together to complete the Web Site in a timely manner.

3. Web Design Terms. Triplets R Us Web Design agrees to:

- 1) Design web pages for the advertising and selling of client's products on the World Wide Web.
- 2)Additional Site Description would go here.....

The client agrees to provide all text content to Triplet R Us Web Design in MS Word or text email attachments. The client agrees to provide all photos for the site to Triplets R Us Web Design in either .jpg or .gif format.

The client and TripletsRus Web Design agree that the design services described in this contract shall be completed for the amount of \$XXXXX.

4. Web Hosting Terms.

- ?? Fee to register domain name whatever.com for 2 years is \$70.00.
- ?? Web Hosting Services: \$17.95 per month and a \$25 onetime setup fee. Hosting services shall be paid yearly or every six months. Hosting includes:
 - a) Hosting client's web site on Triplets R Us Web Server.
 - b) 100 Meg of web space
 - c) 10 email addresses (whatever@yourdomain.com)
 - d) Secure Server for credit card ordering.
 - e) Complete web site statistics and traffic reports.
 - f) Web Maintenance after web design is complete is billed at \$40.00 per hour.

5. Payment of Fees. Design fees to Triplets R Us Web Design are due and payable on the following schedule:

- ?? \$XXX upon signing this contract
- ?? \$XXX upon completion of web site or two months after signing this contract, whichever comes first

Web Hosting Fees are due within one month of signing this contract.

Submitting the pages to Web search engines will only occur after the final payment is made.

6. Legal Stuff. Notwithstanding anything to the contrary contained in this contract, neither TripletsRus Web Design nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will TripletsRus Web Design be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software.

It is further agreed that the client carries the sole responsibility for the accuracy and integrity of the content of the web site. TripletsRus Web Design is to be held harmless for any and all misrepresentations that may be construed from the text or content of the web site.

7. Copyrights and Trademarks. The client represents to TripletsRus Web Design that all elements of text, graphics, photos, designs, trademarks, or other artwork furnished to TripletsRus Web Design 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 TripletsRus Web Design from any claim or suit arising from the use of such elements furnished by the client.

8. Copyright to Web Pages. Copyright to the assembled work of Web pages produced by TripletsRus Web Design is initially owned by TripletsRus Web Design. Upon final payment of this contract, all rights owned by TripletsRus Web Design as to the design, graphics, and text in this Web site are assigned to the client.

9. Payment of Fees. Payments must be made promptly. All payments will be made in US funds. Delinquent bills will be assessed a \$20 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 1.5% penalty will be added for each month of delinquency. TripletsRus Web Design reserves the right to remove Web pages from viewing on the Internet until final payment is made.

10. Sole Agreement. The agreement contained in this "Web Site Design Agreement" constitutes the sole agreement between TripletsRus Web Design and the client regarding this Web site. All prices specified in this contract will be honored for six (6)

months after both parties sign this contract.

11. Cancellation by either party to this contract. Thirty day written notice by certified mail, return receipt requested, will be given by either party to the other to the last known address, in the event of termination of this agreement.

12. Electronic Commerce Laws. The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend TripletsRus Web Design and its employees from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

13. Site Design. Triplets R Us Web Design agrees to provide viewing access of web pages to client during the design phase. It is the client's responsibility to review pages and provide critique of pages within 1 week. After such time, a 10% additional charge will be added for major design changes. Major design changes are defined as ones that impact more than 25% of the web site.

14. Initial Payment. This agreement begins with an initial payment of \$XXX. No portion of this initial payment will be refunded. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business. On behalf of the client:

_____ Date _____

On behalf of Triplets R Us Web Design

_____ Date _____