

WDE Design
104 W Spring St.
Heber Springs, AR 72543
501-253-2999

WEBSITE RENEWAL CONTRACT

CONTACT NAME

PHONE

FAX

COMPANY/CLIENT

ADDRESS

CITY

STATE

ZIP

E-MAIL ADDRESS

PRESENT WWW URL (IF ANY)

DESIRED USERNAME

PASSWORD

These are the terms of our agreement together:

1. Authorization. The above-named client is engaging WDE Design, a sole proprietor, located at 104 W Spring St., Heber Springs, AR 72543, as an Independent Contractor for the specific project of developing and/or improving a World Wide Website to be installed on a web hosting service's computer. The client hereby authorizes WDE Design to access this account, and authorizes the web hosting service to provide WDE Design 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 WDE Design to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Maintenance. WDE Design will maintain the client's website upon a request by the client. If the client or an agent other than WDE Design attempts updating the client's page, time to repair web pages will be assessed at the set rate of \$15 per hour and is not part of the

updating time. Changes requested by the client will be billed at the set rate of **\$30 - \$40** depending on the change.

3. Payment of Fees. In order for WDE Design to remain in business, payments must be made promptly. *Delinquent bills will be assessed a \$20 charge if payment is not received within 10 days of the due date.* WDE Design reserves the right to remove web pages from viewing or the Internet until final payment is made. If the amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency and the website will be **“turned off”** from public viewing with a Splash Page that the website is undergoing routine maintenance. Any statement from the client that payment will not be made in the future allows WDE Design to reserve the right to “turn off” the website at any given time past the actual due date. If an amount remains delinquent 60 days after its due date, all files will be removed from the server and no duplication rights or usage will be granted. In the event that collection proves necessary, the client agrees to pay *all fees* incurred by that process. This Agreement becomes effective immediately upon website publishing and clients are encouraged to read Agreement terms carefully and thoroughly and present questions to WDE Design if they should arise. *Please Pay on Time.*

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

5. Copyrights to Web Pages. Copyright to the furnished assembled work of web pages produced by WDE Design is owned by WDE Design / Amanda Pearson – Webmaster. 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.

6. Sole Agreement. The agreement contained in this "Website Renewal Contract" constitutes the sole agreement between WDE Design and the client regarding this website. This renewal contract will be honored for 12 months after all parties sign this contract. Continued services at that time will require a new agreement, with payment due one month before contract expires.

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

On behalf of the client (authorized signature):

_____ **Date:** _____

On behalf of Amanda Pearson – WDE Design (authorized signature)

_____ **Date:** _____