

Ministry Webmaster (Min-Commerce Package) Contract Agreement

Contact Name _____ Contract Agreement No. _____

Phone _____ FAX _____

Company/Client _____ DBA _____

Address _____

City _____ State _____ ZIP _____ Country _____

E-mail address _____

Present WWW URL (if any): _____ Request URL _____

Username _____ Password _____

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. Authorization. The above-named client is engaging Ministry Webmaster, a sole proprietor, located at 1514 Falkland Rd E., Jacksonville, Florida 32221, 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 Ministry Webmaster to access this account, and authorizes the web hosting service to provide Ministry Webmaster with "write 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 Ministry Webmaster to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Min-Commerce Package Elements. Ministry Webmaster includes the following elements in their Min-Commerce Package Elements:

- **E-mail/phone consultation** (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use their own webpage editor. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.)
- **Words of text** supplied by the client (200 words per page approximate maximum if not supplied via diskette. webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- **Links** to external pages, up to an average of 2.5 per page.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- **Photos and other misc. graphic images** supplied by client (up to an average of 1.3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).
- **Installation** of webpages on the client's web hosting service or provided.
- **Minor updates and changes** to existing webpages for one year (only for maintenance packages), subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- **Site publicity** to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc.
- **E-mail response link** on each webpage to any e-mail address the client designates.
- **Image Map** for internal navigation (Not included in the package price for sites smaller than 5 pages.)

3. Min-Commerce Package. The content of the webpages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to **5** webpages. In case the client desires additional standard webpages beyond the original number of pages specified above, the client agrees to pay Ministry Webmaster an additional **\$29.95** for each additional webpage.

4. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular webpages over a one-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 Ministry Webmaster attempts updating the client's pages, time to repair webpages will be assessed at the hourly rate, and is not included as part of the updating time.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$ **25.00**. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping clients learn how to use their own webpage editor. CGI programming charges (if any) are not included in this rate.

5. Changes to Submitted Text. Please send us your **final text**. Time required to make substantive changes to client-submitted text after the webpages have been constructed will be additional, billed at the hourly rate.

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

7. Completion Date. Ministry Webmaster 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 _____.

8. Payment of Fees. Fees to Ministry Webmaster are due and payable on the following schedule: **\$250.00** NON-Refundable Setup/Designing Fee due upon signing this contract, and **\$49.95** Monthly Hosting/Maintenance up keep fee is due, and each month thereafter, on anniversary website completion date. Sample: (Site Complete June 10, 2008 your first Hosting/Maintenance/Upkeep Fee due June 10, 2008 then each month thereafter). All payments will be made in US funds via **PAYPAL. NO CHECKS ACCEPTED.**

9. Assignment of Project. Ministry Webmaster reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

10. Legal Stuff. Ministry Webmaster 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 Ministry Web Master 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 Ministry Webmaster 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. Copyrights and Trademarks. The client represents to Ministry Webmaster and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Ministry Webmaster 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 Ministry Webmaster and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

12. 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 Ministry Webmaster and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

13. Copyrights to Webpages. Copyright to the finished Ministry Webmaster owns assembled work of webpages produced by Ministry 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. Ministry Webmaster and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Payment of fees. In order for Ministry Webmaster to remain in business, payments must be made promptly. Delinquent bills if payment is not received within 10 days of the due date. Ministry Webmaster reserves the right to remove webpages from viewing on the Internet until delinquent payment is made. This agreement becomes effective only when signed by Ministry Webmaster. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Placer County, Florida, and any dispute will be litigated or arbitrated in Placer County, Florida.

15. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Ministry Webmaster 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 one (1) month after both parties sign this contract. Continued services after that time will require a new agreement.

16. Initial Payment and Refund Policy.

This agreement begins with an initial payment of **\$ 250.00**. Once client has engaged with contract and initial fee is paid, NO Refunds will be issued from initial Setup Fees. If Ministry Webmaster fail to complete website within contract completion date Full initial setup fee will be refunded (As long as the client has submitted all materials to complete Web Site 1 week from signed contract date).

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 Ministry Webmaster (authorized signature)

_____ Date _____

Work Sheet:

a. 2 Hour Consultation, Setup Fee, Web Designing, Domain Name, and Hoisting Space- \$250.00 (One time Non-Refundable Fee)

b. Hosting Space, Maintenance Up-Keep, Web Service, Tech Support - \$49.95 Monthly (Each Month there after from the Web-site completion date)

INT NON-REFUNDABLE TOTAL AMOUNT OF THIS CONTRACT

 \$250.00