

McBride Designs

Custom Website Design * Domain & Hosting * E-Commerce

WEBSITE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____ by and between **McBride Designs, LLC** ("Company") and _____ ("Customer").

Agreements

Company is acting as an independent contractor, and is not acting as an employee of Customer. The Customer desires Company to enter into a WEBSITE MAINTENANCE AGREEMENT for the following purposes:

1. Authorization.

Customer is engaging Company for the specific project of developing and/or improving an existing World Wide Website. The Customer will establish a separate contract with an ISP or Web Hosting provider, or Company will establish one on behalf of the Customer. The Customer hereby authorizes Company to access this account, and authorizes the Internet Service Provider to provide Company with "write permission" for the Customer's web page directory, cgi-bin directory, and any other directories or programs, which need to be accessed by Company for this project.

2. Maintenance and Charges.

Maintenance fees are based on the following: Any month where no changes or changes requiring less than 15 minutes of work – no charge will be incurred. Any changes and updates submitted that require more than 15 minutes of work are charged at \$35.00 per hour, with a 1 (one) hour minimum. Maintenance includes adding new and removing old content, adding new and removing old graphics, etc. Maintenance does not include adding new pages – it only includes making changes to your existing site. New pages cost \$75.00 each. No other parties shall have the right to change the Website during the maintenance period. If the Customer or an agent other than Company attempts updating the web pages, time to repair web pages will be assessed at the hourly rate of \$35.00.

2.1 Compensation.

For all of Company's services under this Agreement, Customer shall compensate Company by any of the following payment methods (cash, check, USPS money order, valid credit card) {Customer must sign Credit Card Authorization form}. In the event Customer fails to make any of the payments within 30 days of invoice date, Company has the right, but is not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) immediately stop all works-in-progress, (3) remove the Website until payment in full is paid, plus accrued late charges of 5% per month, (4) bring legal action.

Client's Initials _____

Company's Initials _____

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3. Scope of Service.

3.1 Company will:

- a) Edit, revise, update or create new content on existing pages based on Customer request.
- b) Provide consultation service for any projects that impact the Website and/or projects defined in the project specified above.
- c) Provide disaster recovery from backup and maintain a current file library of all assets, graphics, and source code for Customer's Website.
- d) Offer advice and guidance on Website management and marketing.

3.2 Company will not:

- a) Create new graphics, content, code, scripts, media or other additional elements without which are not outlined in Section 2.
- b) Liaise with billing and/or accounting of your hosting and domain service, unless directly provided by Company.
- c) Be responsible for errors and omissions contained in Website content.

4. Additional Services.

Any revisions, additions or redesign Customer wishes Company to perform which is not specified in this document shall be considered "additional" and will require a separate Agreement and payment. Company shall advise Customer on any requested work that falls within these bounds.

5. Entire Understanding.

This contract constitutes the sole agreement between Company and the Customer regarding its Website Maintenance Service. It becomes effective only when signed by both parties. Regardless of the place of signing of this agreement, the Customer agrees that for purposes of venue, this contract was entered into in Halifax County, Virginia, USA and any dispute will be litigated or arbitrated in Halifax County, Virginia, USA. This agreement shall be governed and construed in accordance with the laws of the State of Virginia, USA.

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Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

Company Name

By: _____

Title: _____

Date signed: _____

McBride Designs, LLC

By: _____

Title: _____

Date signed _____

Client's Initials _____

Company's Initials _____