

Web Innovation Studio

9660 Falls of Neuse Road
Suite 138 #222
Raleigh, North Carolina 27615

www.webinstudio.com

THIS AGREEMENT, between **Web Innovation Studio**, hereinafter called "**Vendor**", and **Company**, hereinafter called "**Client**", shall commence on Month, Day, Year, and shall remain in effect until Month, Day, Year. This agreement does not become a binding contract until signed by both parties.

1. SERVICES PROVIDED BY Vendor

- a) Website Maintenance - Working with Client, Vendor will utilize industry standard software tools to maintain Client's website, including links, stories, images, software updates, server equipment, etc., to provide a consistently reliable website presence during the terms of this agreement.
- b) Web Hosting Service - Vendor will provide web-hosting service as long as this agreement is in force and effect.
- c) E-mail Accounts - Vendor will set up and activate up to fifty (50) email accounts using Client's domain name.
- d) Monthly Updates - Vendor will provide content updates monthly as required and submitted by Client. Client will be required to submit content in Microsoft Word, photos and graphics in jpeg or other Vendor approved format. These items will be submitted electronically to Vendor. Client will provide updates to Vendor in a timely manner to allow Vendor sufficient time to perform the updates.

All services described above are to be performed by the Vendor in accordance with the most commonly accepted standards and practices of the Web Design Industry.

2. COSTS AND PAYMENTS

Client agrees to pay Vendor \$X.XX for services described in this agreement payable as follows:

- \$X.XX due upon execution of this agreement. This covers Month, Year through Month, Year. (6 months).
- \$X.XX due Month, Day, Year. This covers Month, Year through Month, Year. (remaining 6 months).

3. NON-PAYMENT PENALTIES

Client's website will be deactivated if monthly payments become delinquent by two months. A \$75.00 charge will be required to reactivate a deactivated website.

4. ADDITIONAL SERVICES

Work not specified in this agreement or additional work requested by Client, must be authorized in writing from the Client. Vendor will work with Client to gather requirements and will submit a written estimate for additional work.

5. RENEWAL AND TERMINATION

This agreement shall remain in effect for a minimum of one full calendar year. Vendor will submit a renewal notice to Client sixty (60) days prior to agreement anniversary. Client is responsible for notifying Vendor in writing forty five (45) days in advance of agreement anniversary if renewal is not desired.

6. WARRANTY

VENDOR does not warrant that the functions of the website will meet the Client's expectations of site traffic or resulting business. In no event will Vendor 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 web pages or website, even if Vendor has been advised of the possibility of such damages. In the event of broken hyperlinks or damaged pages Vendor will repair or replace such links or pages at no charge while this agreement is in full force and effect.

7. TRADEMARKS AND COPYRIGHTS

The Client represents to Vendor and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other art work furnished to Vendor for inclusion into web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements furnished by the Client. Vendor owns copyright to the assembled work of Web pages developed and produced by Vendor. Vendor retains all Vendor obtained copyright material. Client agrees that the Vendor's link information shall remain and be displayed on Client's website for the life of the website regardless of the status of this agreement.

8. CONFIDENTIALITY

Any information or trade secrets provided to Vendor by Client for the development of the Client's website will not be disclosed to any individual or business entity.

9. LINKING

Client agrees to allow Vendor to include a link in small 8-point font at the bottom of every page stating; "Copyright © - Web Innovation Studio – All Rights Reserved". This link information shall be displayed on Client's website for the life of the website regardless of the status of this agreement.

10. CONTROLLING LAW

This Agreement shall be governed by the laws of the State of North Carolina. The venue for initiation of any such action shall be Wake County, North Carolina.

11. ENTIRE AGREEMENT

This Agreement consisting of three (3) pages shall constitute the entire Agreement between Web Innovation Studio and The Greater Triangle Chapter of IFMA, for the services, activities, and functions addressed in this Agreement, and may only be amended by a separate writing mutually agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

Web Innovation Studio
(Vendor)

(Company)
(Client)

Authorized Signature / Title

Authorized Signature / Title

E-mail address

E-mail address

9660 Falls of Neuse Road
Suite 138 #222
Raleigh, North Carolina 27615

P.O. Box XXXX
City, State, Zip

Date

Date