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## Maintenance Terms and Conditions

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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 Jennifer Best/Imagine More Design Studios, a sole proprietor, located at PO Box 28057, St. John's, NL, Canada, A1B 4J8, as an independent contractor for the specific project of website maintenance. Website maintenance does not include new web page or template design, custom script design or hosting.

The client hereby authorizes Jennifer Best/Imagine More Design Studios to access this account, and authorizes the web hosting service to provide Jennifer Best/Imagine More Design Studios 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.

### 2. Maintenance and Hourly Rate.

This agreement includes minor webpage maintenance to web pages over a six (6) 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. The six (6) month maintenance period commences upon signing this contract.

Our maintenance includes:

- Minor updating (ie. image resizing, small text changes, etc.)
- Training on using any special features installed on your site
- Monitoring search engine submission and keywords saturation
- Product or service changes

Website maintenance **does not include** major changes such as:

- Navigation changes
- Changing colors or images
- Changing content over two paragraphs or adding extra pages
- Changing servers or domain names

Major changes typically require altering more than 50% of the web page content (which essentially involves constructing a new webpage).

Without a website design contract, changes requested by the client beyond those limits will be billed at the hourly rate of \$30.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general internet orientation education, marketing consulting, web page 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.

Additional time spent will be billed at the rate per hour plus \$5.00. Time not used during billing period is non-transferable. Time log provided on billing date showing time spent on website maintenance. All payments will be due in advance.

### **3. Changes to Submitted Text.**

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

### **4. Payment of Fees.**

Fees to Jennifer Best/Imagine More Design Studios are due and payable on the following schedule: first payment is due upon signing this contract. Monthly billing will begin thirty (30) days after receipt of signed contract and payment of first months billing.

In order for Jennifer Best/Imagine More Design Studios to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within fourteen (14) days of the due date. If an amount remains delinquent thirty (30) days after its due date, an additional 5% penalty will be added for each month of delinquency. Jennifer Best/Imagine More Design Studios reserves the right to remove updated web pages from viewing on the internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Jennifer Best/Imagine More Design Studios. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in St. John's, NL, Canada, and any dispute will be litigated or arbitrated in St. John's, NL, Canada. Please pay on time.

### **5. Initial Payment and Refund Policy**

This contract will be valid for a term of six (6) months from date of signature or until such time as the client sends written notice of cancellation to Jennifer Best/Imagine More Design Studios, P.O. Box 28057, St. John's, NL, A1B 4J8, Canada. This contract may be cancelled in writing within thirty (30) days by either party. For cancellation of maintenance services at no fault of Jennifer Best/Imagine More Design Studios, payment in full is required. Reasonable efforts by Jennifer Best/Imagine More Design Studios to satisfy the client will be made; however, work already performed must be compensated for. No portion of the monthly payment will be refunded.

### **6. Assignment of Project.**

Jennifer Best/Imagine More Design Studios reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

### **7. Legal Stuff.**

Jennifer Best/Imagine More Design Studios does not warrant that the functions contained in these web pages or the internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Jennifer Best/Imagine More Design Studios 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 Jennifer Best/Imagine More Design Studios 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.

### **8. Copyrights and Trademarks.**

The client represents to Jennifer Best/Imagine More Design Studios and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Jennifer Best/Imagine More Design Studios 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 Jennifer

Best/Imagine More Design Studios and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

#### **9. 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 Jennifer Best/Imagine More Design Studios and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

#### **10. Copyright to Web Pages.**

Copyright to the finished assembled work of web pages produced by Jennifer Best/Imagine More Design Studios is owned by Jennifer Best/Imagine More Design Studios. 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. Jennifer Best/Imagine More Design Studios and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

#### **11. Sole Agreement.**

The agreement contained in this "Website Maintenance Contract" constitutes the sole agreement between Jennifer Best/Imagine More Design Studios 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 six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.