

ARE U HOSTED WEBSITE DESIGN CONTRACT

Used in conjunction with the **Web Design Questionnaire Form**, this should also be filled out by the client. If you are ordering an online store, also fill out the **Store Planning Worksheet**.

Contact Name Mobile.....

For and on behalf of
Company/Client.....ABN/ACN.....

Phone Fax.....

Address.....

City State Post Code.....

E-mail

Present WWW URL (if any):

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:

The total amount of this contract is \$.....

This agreement begins with an initial payment of \$.....

If the client halts work and applies by registered letter for a refund within 30 days, to Are U Hosted, Suite 9, level 1, 600 Lonsdale St, Melbourne, VIC 3000. Australia, work completed shall be billed at the hourly rate \$120.00, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the hourly rate as stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

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

On behalf of the client:

Print.....

Signed.....Date

On behalf of Are U Hosted:

Print.....

Sign..... Date

1. Authorization. The above-named client is engaging Are U Hosted, located at Suite 9, level 1, 600 Lonsdale St, Melbourne, VIC 3000, 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 Are U Hosted web hosting servers. The client hereby authorizes Are U Hosted to access this account, and authorizes "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 Are U Hosted to publicize their completed website to Web search engines, as well as other Web directories and indexes.

ARE U HOSTED WEBSITE DESIGN CONTRACT

Standard Website Package Elements. (Standard Website Packages Only. Cross out for online stores.) Are U Hosted includes the following elements in their Standard.

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. web pages 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. Colourful lines and bullets, and coloured and textured background.

Photos and other misc. graphic images supplied by client (up to an average of 3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic).

Installation of web pages on the client's domain.

Minor updates and changes to existing web pages for twelve months, following the move to the Are U Hosted servers, 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 Submission to at least a dozen major Web search engines, such as Bing, Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, Google, etc.

E-mail response link on each webpage to any e-mail address the client designates.

Site Map for internal navigation

3. Standard Website Packages only. (Cross out this section for online stores.) The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated. This website includes up to _____ web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay Are U Hosted an additional \$165.00 for each additional webpage. Graphics or photos beyond the allowed average of 3 per webpage shall be billed at an additional \$10.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified above.

4. Online stores only. (Cross out this section for Standard Website Packages.) The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "Web Site Questionnaire Form" dated. And the Store Planning Worksheet dated. It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store. An Estimate from Are U Hosted dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and Are U Hosted agree that the services described above in this section shall be completed for \$ _____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/phone consultation of up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate. Product web pages, products, or photos added after the store is ready for submitting to the Web search engines will be calculated for actual time spent at the hourly rate specified below.

5. Maintenance and Hourly Rate. This agreement includes minor webpage maintenance to regular web pages (not store product pages) over a twelve-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 Are U Hosted attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The twelve-month maintenance period commences upon the date the client signs this contract. Changes requested by the client beyond those limits will be billed at the hourly rate of \$120.00. 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 web page editor. CGI or PHP programming charges (if any) are not included in this rate.

6. 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.

7. Web Hosting. The client understands that any web hosting package require an annual renewal with Are U Hosted web hosting service. The client agrees to allow Are U Hosted full access to the website and a cgi-bin directory via FTP and telnet. The client further understands that the renewal for the primary domain name chosen will be paid by Are U Hosted but additional domain name(s) chosen by the client also needs annual or bi annual renewal and the cost for same will be added to their hosting fees and failure to pay these may incur the loss of such domain name(s) and providing a substitute will incur additional charges.

8. Completion Date. Are U Hosted 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 ten working days from the date of this contract. If the client does not supply Are U Hosted complete text and graphics content all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

9. Payment of Fees. Fees to Are U Hosted are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$1,600, the total amount shall be paid upon signing this contract. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in Australian funds.

10. Assignment of Project. Are U Hosted reserves the right to assign subcontractors to this project to insure the right fit for the job as well as for completion on time.

11. Legal Stuff. Are U Hosted 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 Are U Hosted 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 Are U Hosted 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.

12. Copyrights and Trademarks. The client represents Are U Hosted and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Are U Hosted 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 Are U Hosted and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

13. 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 Are U Hosted and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

14. Copyright to WebPages. Copyright to the finished assembled work of web pages produced by Are U Hosted is owned by Are U Hosted. 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. Are U Hosted and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Payment of fees. In order for Are U Hosted to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Are U Hosted reserves the right to remove web pages from viewing on the Internet until final payment is paid to Are U Hosted. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by authorised representative of Are U Hosted. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Victoria, Australia, and any dispute will be litigated or arbitrated in Victoria, Australia. **Please pay on time.**

16. Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Are U Hosted and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. Emailed instructions from the client constitute a written change order. All prices specified in this contract will be honoured for twelve (12) months after both parties sign this contract. Continued services after that time will require a new agreement.

Last updated August, 2009.

2

ARE U HOSTED

ABN 89 829 127 748

<http://auhinternet.com>

Suite 9, Level 1, 600 Lonsdale Street,

Melbourne Victoria 3000

Phone 1300 080 581 Fax 1300 173 904

ARE U HOSTED WEBSITE DESIGN CONTRACT