



WEB SITE DEVELOPMENT & HOSTING AGREEMENT

Company Name:	
Representative:	Phone:
Fax Number:	Email:
Address:	City, State, Zip:

_____, (“Client”), hereby contracts **Creative Media Specialists**, (“CMS”), located at 3190 Harlan Street, Wheatridge, CO 80214, for the development of a World Wide Web site that will be placed on an Internet Service Provider of the Clients choice. The content of the Web pages will be supplied by the Client and executed as specified by the Client on the “Web Page Planning Worksheet”. Notwithstanding any prices listed in literature or on Web pages, the Client and CMS agree that the services described in this contract shall be completed for the amount of \$_____ which shall include up to _____ Web pages. Should the Client choose to incorporate additional standard Web pages beyond the original number of pages specified above, the Client agrees to pay CMS an additional \$35.00 for each additional Web page. In addition, should we need to scan the photos, there will be a charge of \$5.00 per photo.

The details below reflect your objective of custom site development and design, with maintenance and hosting options. The key purpose of the Web site is to provide company information that can be used in proposals being prepared by others. You will own the content, and of course if you wish for CMS to make future modifications or additions, we will be happy to work with you on that.

To keep the development cost low, the pages will be designed to accommodate your scanned jpg image files or data which you will provide.

Web Site Details

CMS will meet with the Client to develop a detailed outline of the new Web site. Based on the outline, text will be created for each page. Images (photo’s, clip art, logo’s, etc) will be selected and optimized for fast download speed. A basic look and feel for each page type will be agreed upon. Each Web page will include text, images, logo, links and a color background. Images, if desired, can have a “soft edge” or custom frame. Graphics or photos can be supplied by the Client on diskette or graphics can be chosen by CMS in conjunction with the Client to best

decide which graphics would work best. Each of the menu items on the top page will be linked to the appropriate detail page. An agreed list of key words and the coding will be added to the home page and each sub-page. Navigation hot link buttons will be provided on each page to allow the viewer to jump back to the top menu page, the top of a topic page or the response form page. A "site map" page can be developed to assist the viewer in finding the information they desire. Information will be presented as a combination of text and graphics. An e-mail address and contact information will be provided. The feedback form will send the contents of the filled out form to an e-mail address of your choice.

Text should be provided to CMS in word processing computer file form (preferably Microsoft Word) or as e-mail text and graphics as gif or jpg files.

Terms:

Creation of the Web site should take approximately 2-4 weeks after receipt of the text, graphics, pictures and logo. Fees to CMS are due and payable on the following schedule: 50% upon signing this contract and the remaining 50% plus 6 months hosting fees (if using the hosting services of CMS) after Client is satisfied with the completed Web site. Should Client or CMS choose to discontinue contract during the design process, the initial deposit is non-refundable. If Client wants a rush on web site (1 week or less), an additional fee of 10% will be added to final project cost.

The Web site will not be launched until final payment has been received. All payments will be made in US funds. **If the Client does not supply CMS complete text and graphics content for 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 Web site is advertised.**

The following options are offered for your consideration:

Future Web site maintenance.....\$100.00/quarter

** In order to utilize the quarterly maintenance agreement, the agreement must be in effect at the time the changes are being requested. It cannot be activated as changes are needed. If the maintenance agreement has not been active for 30 days, updates will be charged at the normal hourly rate. This agreement allows 2 hours per month of changes to the **existing** pages. Additional hours are billed at the rate of \$40/hour.

Web Site Hosting\$15.00/mo (paid every 6 months)
Domain Setup\$Call for Quote
Logo/banner design.....\$50/hour
Flash\$50/hour

Amount Due	Total Amount Due:	Initial Deposit:	Due at Completion:
Web Site Design			
Domain Setup			
6 months hosting fee at \$15/month			
Monthly Maintenance Contract \$100/quarter			
Additional Work			
Totals			

Legal Information

CMS is working as an independent contractor.

CMS does not warrant that the information presented on the client's Web site will meet their client's requirements. In no event will CMS 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 Web site, even if CMS has been advised of the possibility of such damages.

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

Assignment of Copyright. Copyright to the assembled work of Web pages produced by CMS is owned by CMS. Upon final payment of this contract, all rights owned by CMS as to the design, graphics, and text in this Web site are assigned to the client.

Delinquent Payments. 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. CMS reserves the right to remove 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 CMS.

Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Jefferson County, Colorado, and any dispute will be litigated or arbitrated in Jefferson County, Colorado.

Deposit. This agreement begins with a deposit of \$_____ in US funds.

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

On behalf of the Client:

_____ Date _____
Company Name, Representative

On behalf of Creative Media Specialists

_____ Date _____
Brenda Halverson-Yost, Owner

Creative Media Specialists
3190 Harlan Street
Wheatridge, Colorado 80214
(303) 234-0979