MozArk Design Company
Owner: Judy Monroe
108 East Ivey Street
Lillington, North Carolina, 27546
Phone: (910) 814-2987 | Email: webmaster@mozarkdesign.com

Web Site Development and Design Contract

Company / Client _____

Phone_____FAX_____

Authorized Representative of the Client _____

Address_____

City_____State_____

Zip_____Country_____

E-mail address_____

Present WWW URL (if any):_____

FTP Host_____

Host Directory (if needed)_____

User Name_____Password_____

Terms of Agreement

1. Authorization
The above named client is engaging MozArk Design Company, located at 108 East Ivey Street, Lillington, NC 27546, as an independent contractor for the specific purpose of developing and/or improving a World Wide Web site to be installed on the client's Web space located on an Internet Service Provider's (ISP) server.

Hereafter, the client will be known as the "Client" and MozArk will be known as the "Developer."

The Client will establish a separate contract with an Internet Service Provider (ISP) for hosting, or the Developer will establish one for the Client. The Client hereby authorizes the Developer to access this account, and authorizes the Host Provider to provide the Developer with "write permission" for the Client's Web page directory, cgi-bin directory, and any other directories or programs, which need to be accessed for this project.

3. Domain Registration
The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are Internet fees, and are not a source of income for the Developer.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the Client's host.

4. Training
The Developer will provide up to three e-mail and/ or telephone assistance correspondences to the Client's designated representatives regarding management of the Client's web site. Local Client's may desire on-site training of web site management (depending on the Client's software). If this is desired the charges incurred by the Client for training and the details of what will be provided will be an additional cost of $_____/hour.

5. Base Package / Graphic Creation
This agreement contemplates up to 10 standard branding Web pages with layout, graphic creation and JavaScript included. This may also include any navigation bars, rollover buttons, email links, simple animations, original logos and art to enhance the Client's web site.

6. Text
Final text should be supplied by the Client. Text should be submitted through email attachment and sent as a .doc (Word format) or a .rtf (Rich Text Format). Text that is sent as part of an email message will most likely loose all formatting from the Client side and will be reformatted by the Developer to fit the design of the web site. Text that is submitted as a paper copy will be scanned by the Developer and will count towards the total number of scans included in this contract. Handwritten and/or telephonic text submissions may be typed by the developer but will amount to more time and cost for the total estimated web site.

7. Links
This agreement contemplates up to an average of 10 external or relative links per page and an e-mail response link on each Web page to any e-mail address the Client designates. This agreement also contemplates making any link the Client desires "pop up" in a new window if requested at the specific dimensions and configuration specified by the Author.

8. Cross Browser Compatibility
Our agreement contemplates the creation of a Web site viewable by both Netscape 4.0 and Microsoft Internet Explorer 4.0. Compatibility is defined herein as all critical elements of each page being viewable in both browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of Internet Explorer and Netscape are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

9. Graphic Creation

It is anticipated that the Developer will create, capture, or receive from the Client all the graphic elements necessary to complete the Client's Web site. This includes creating the company logo, ancillary images, animated graphics and navigation bars. This also includes photography or scanning services as listed below.

10. Photography/ Original Art

Photographs, Client logos, and/or original art can submitted as email attachments (.jpg, .gif, etc). Photographic retouching, resizing, and optimizing of these images (if needed) is included in this agreement. Submitted hardcopy photos will be acceptable, however will count towards the total number of allotted scans.

11. Scanning

This agreement contemplates scanning up to 10 images for the Client. It is contemplated that this will accommodate the needs of most Clients. If more than 10 images need to be scanned the charge for each will be $5.00 after the 10 image allowance has been reached.

13. Java Applets

This agreement does not contemplate the use of Java Applets. Clients are encouraged to not use Java Applets as many viewers on America Online will be served an error when trying to view the page. Java Applets may also 'crash' older computers on download and download times for some viewers can be excessive.

16. DHTML

Our base agreement does not contemplate using DHTML technology. The Developer does not currently design with Macromedia Flash, Shockwave, or any type of forms other than jump menus.

18. Sound Files

Our agreement may include the use of sound files in the form of .wav, .midi, etc. if the Client so desires. The Plug-in used to support these files will require the installation of Quicktime Audio.

19. Web Site Programs

MozArk currently uses Dreamweaver (versions 3 and/ or 4) as its program to develop the Client's site, server files, and javascript. Graphics may be created in Adobe Illustrator, Photoshop, and/or Image Ready. Basic site maintenance training is available for Client's using these programs (see **4. Training** previously noted in this contract). Adobe Acrobat may be used for .pdf files, and Quicktime may be necessary for sound files. MozArk also supports Microsoft Word and/or Excel files, and/or Appleworks files in order to save as HTML or as desktop publishing programs.

20. E-commerce

This contract does not support an e-commerce enabled site. Shopping carts and online purchasing is not included in this service.

21. Merchant Account

This contract does not support any use of forms to accept credit cards. We supply only the information to contact the Client via phone, email, and mail, along with the mailing information.

22. ASP / Cold Fusion / Databases

Sites requiring database design may require Microsoft ASP or Allaire Cold Fusion technology. MozArk does not support or use this technology. This agreement also does not include a provision for the creation of a database.

24. Payment Terms / Work Flow
A minimum deposit of fifty percent (20%) is required to commence work.

Once the Developer receives the 20% deposit, basic site design concepts will be developed and put online in a "preview" file for the Client's viewing and approval. Communication between the Developer and the Client is crucial during this phase to ensure that the ultimate publication will match the Client's taste and needs. Upon completion of this stage, the Client will be asked to confirm acceptance for the basic site design via e-mail or by signing a printed copy of the design. Once this acceptance is received from the Client, the work necessary to complete the project will begin.

Authors should continue, however, to continually view updates to the site and express their preferences or dislikes to the Developer. Upon completion of the Web site, an e-mail or letter and invoice will be sent to the Client advising the Client that the work has been completed. Final payment of the remaining balance plus any additional charges incurred will due within fifteen (15) business days after delivery of this e-mail or letter and invoice. If the fifteen (15) day minimum is not met an additional charge of 10% is due. If payment is not made within thirty (30) days of notification, simple interest will accrue on the balance owed at a rate of 18% from the date the 10% penalty was levied.

Developer reserves the right to remove all Web content from the Internet if payment is not made within thirty (30) days after delivery of our completion notification. Most frequently, problems making payment timely are the result of poor communication channels in a company's Accounting Department. If a payment delay is anticipated, please contact the Developer to discuss potential problems in advance. If problems are anticipated we may be able to accommodate an alternate arrangement.

25. Client Amends
MozArk prides itself in providing excellent customer service. We encourage input from the Client during the design process.

The Developer understands, however, that Clients may request significant design changes to pages that have already built to the Client's specification. To that end, please note that our agreement does not include a provision for "significant page modification" or creation of additional pages in excess of our agreed 10-page maximum. If significant page modification is requested after a page has been built to the Author's specification, we must count it as an additional page.

Some examples of significant page modification at the request of the Author include:

- Developing a new table or layer structure to accommodate a substantial redesign at the Client's request.
- Recreating or significantly modifying the company logo graphic at the Client's request.
- Replacing more than 75% of the text to any given page at the Client's request.
- Creating a new navigation structure or changing the link graphics at the Author's request.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design of each page are encouraged to negotiate an agreement that exceeds the 10-page maximum. If the Client requests significant

page modification after the 10-page maximum has been reached the charge will be $60.00 for each additional page. Moderate changes, however, will always be covered in this agreement during our development of the site.

Again, we strive to accommodate the needs of each Client and we maintain a liberal redesign policy. We cannot, however, provide major redevelopment services to the in excess of the 10-page maximum contemplated by this agreement.

26. Maintenance Agreements
Maintenance Agreements are negotiated on a Client-by-Client basis as each Client will have differing needs. This is another way the Developer seeks to help the Client control cost. If you have chosen a Maintenance Agreement the terms will be negotiated and included as a separate contract to this agreement.

Developer offers two kinds of maintenance agreements. In one, the Client pays a fixed monthly rate for such things and making moderate text changes, updating dates and information, and coordinating delivery of the web site files upon request of the Client. In the other agreement, the customer pays on an 'as needed' hourly basis.

27. Third Parties or Client Page Modification
Some Clients will desire to independently edit or update their Web pages after completion of the site as a way to control costs and avoid the expense of a Maintenance Agreement. This is always an option for Clients of the Developer.

Note however, that if this option is selected and the Client or an agent of the Client other than the Developer attempts to update the Web site and damages the design or impairs the ability for the Web pages to display or function properly, time to repair the Web pages will be assessed at an hourly rate of $50. There is a one-hour minimum. In this regard, Clients are encouraged to obtain a Maintenance Agreement.

28. CD Burning
The Developer will burn one copy of the Client's Web site into a CD at the Client's request upon completion of the site for $10.00. Additional copies of the CD are available for $25.00 each.

29. Search Engine Registration
The Developer will optimize the Client's Web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's Web site to each of the major free of cost search engines and directories upon the Client's request.

31. Additional Expenses
Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

• Purchase of specific fonts at the Client's request,
• Purchase of specific photography and/ or clipart at the Client's request.

32. Copyrights and Trademarks
The Client represents to the Developer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Client's Web site 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 the Developer and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

33. Age
Authorized representative of the Client certifies that he or she is at least 18 years of age and legally capable of entering a contract in the State of North Carolina on behalf of the Client.

34. Limited Liability
Author agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Developer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of privacy.

Client hereby agrees to indemnify and hold harmless the Developer from any claim resulting from the Client's publication of material or use of those materials.

It is also understood that the Developer will not publish information over the Internet which may be used by another party to harm another. The Developer will also not develop a pornography or wares Web site for the Client. The Developer reserves the right to determine what is and is not pornography.

35. Indemnification
Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the Developer's development of the Client's Web site. This includes Liabilities asserted against the Developer, it's subcontractors, it's agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

Client also agrees to defend, indemnify and hold harmless the Developer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's Web site. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

37. Ownership to Web Pages and Graphics
Copyright to the finished assembled work of Web pages produced by the Developer and graphics shall be vested with the Client upon final payment for the project. This ownership is to include, design, photos, graphics, source code, work-up files, text, and any reproducible art and/ or logos specifically designed or purchased on behalf of the Client for completion of this project.

38. Design Credit
Client agrees that the Developer may put a byline on the bottom of their index.html or main.html Web page establishing design and development credit. Client also agrees that the Web site created for the Client may be included in the Developer's portfolio.

39. Nondisclosure
MozArk that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

41. Completion Date

The Developer and the Client must work together to complete the Web site in a timely manner for both parties to remain profitable, this includes the Client's responsibility to gather and provide to the Developer all necessary materials for the completion of the web site.

The Developer may begin work as soon as both parties have received copies of the signed contract and deposit.

We agree to work expeditiously to complete this project no later than

_____.

42. Cancellation
Certified letter must make cancellation of the project at the request of the Client. In the event that work is postponed or canceled at the request of the Client by registered letter, the Developer shall have the right retain the original 50% deposit. In the event this amount is not sufficient to cover the Developer for time ($30 per hour) and expense already invested in the project additional payment will be due. If additional payment is due, this will be billed to the Client within 10 days of notification via registered letter to stop work. Final payment will be expected under the same terms as listed in **Payment Terms** above.

43. Arbitration
Any disputes in excess of $1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Author shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

44. Entire Understanding
This contract constitutes the sole agreement between the Developer and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Developer. Specific details and/or additional needs may be attached to this agreement if needed.

Both parties warrant that they have read and understand the terms set forth in this agreement.

This agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

On behalf of the Client _____

Date _____

On behalf of the Developer _____

Date _____

Thank you for choosing MozArk Design Company.

Questions or comments? Contact us at webmaster@mozarkdesign.com