



# Network Lounge Technology

## Web Site Design Project Contract

309 Winston Street ATP. B  
Greensboro NC, 27401  
Networklounge.tech.com

### Client Information:

Company Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Company Address:

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_ Representative

### 1. Authorization.

The above-named Client (hereinafter referred to as "Client") is engaging Network Lounge Tech as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as "Web Design Project", to be published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on cd-disk at the Client's option. The Client hereby authorizes Network Lounge Tech to access this account, and authorizes the Hosting Service to provide Network Lounge Tech and its designer, with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes Network Lounge Tech to submit the completed Web Design Project to major Web Search Engines.

### 2. Development.

This Web Design Project will be developed using Macromedia® Dreamweaver and/or Joomla®

Compatibility - Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Network Lounge Tech represents and warrants that the web site we design for you will work in:

Microsoft® Internet Explorer versions 5 and up

Mozilla Firefox version 1.0 and up

While Network Lounge Tech will make reasonable efforts to design a fully-functional web site, Network Lounge Tech's warranty does not cover AOL, text-based browsers or requested special effects that we have advised you against.

For People with Disabilities – Network Lounge Tech' standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors.

### 3. Assignment of Web Design Project.

Network Lounge Tech reserves the right, and you hereby agree, to assign subcontractors to this Web

Design Project to insure that the terms of this agreement are met as well as on-time completion.

#### 4. Copyrights and Trademarks.

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Network Lounge Tech for inclusion in the Web Design Project 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, indemnify and defend Network Lounge Tech and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

#### 5. Web Site Maintenance.

This agreement allows for minor web site maintenance to pages for the lifetime of your web site contract at no charge, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. **It does not** include major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via cd-disk, U.S. mail and e-mail. The period begins on the date the Client's web site is available to be published to the Client's hosting service. Major page code and/or graphics changes and additions will be charged at the \$15.00 per hour rate. (Notice: This rate is subject to change at any time.) Major maintenance will be billed at the \$15.00 per hour. All payments, regardless of amount, must be made within 30 days.

#### 6. Completion Date.

Network Lounge Tech and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 30 days after Client has submitted all necessary materials. If the Client does not supply Network Lounge Tech with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Network Lounge Tech as liquidated damages and the contract shall become null and void, at Network Lounge Tech's option, unless the Web Design Project is canceled in writing by the Client prior to 45 days of the effective date of the agreement.

#### 7. Project Delivery.

The final web site design project will be published to the Client's hosting service upon receipt of final payment or delivered via cd-disk upon the receipt of full payment. The Client understands that Network Lounge Tech does not provide any hosting services in connection with this Web Design Project. Hosting services require a separate contract with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows Network Lounge Tech full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges.

#### Publishing:

If the hosting service has FrontPage@98 extensions installed and the extensions are not configured correctly to support publishing/FrontPage@98 functionality, Network Lounge Tech will not be responsible for problems arising from improperly installed FrontPage@98 Extensions.

There is no charge to publish the site if the hosting service does not have FrontPage@98 extensions installed and Network Lounge Tech must use an FTP.

#### 8. Electronic Commerce Laws.

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs

applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Network Lounge Tech and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

#### 9. Web Design Project Copyright.

Copyright to the finished web design site produced by Network Lounge Tech will be owned by Network Lounge Tech. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. Network Lounge Tech and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to Network Lounge Tech' Design Services Web Site.

#### 10. Payments.

Payments must be made promptly based on the terms of this Web Site Design Project. Network Lounge Tech reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. All payments are to be made within 30 days after completion and approval of the Web Design Project by the Client. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by Network Lounge Tech. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Guilford County, Greensboro NC, and any dispute will be litigated or arbitrated in Guilford County, Greensboro NC and the Client hereby consents to the personal jurisdiction of the North Carolina State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars.

#### 11. Payment Schedule.

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Network Lounge Tech agree that the services described in this contract, and the Package Price, shall be completed for \$499.95. The Client agrees to pay to Network Lounge Tech an initial, non-refundable deposit of \$100.00 (normally, 50% of the estimated total cost) upon execution of this agreement. Final payment is due within 90 days prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars.

#### 12. Legal Notice.

Notwithstanding anything to the contrary contained in this contract, neither Network Lounge Tech nor any of its employees or agents warrants that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project is with the Client. In no event will Network Lounge Tech be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software,

even if Network Lounge Tech has been advised of the possibility of such damages.

13. This Agreement.

This agreement constitutes the sole agreement between Network Lounge Tech and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Network Lounge Tech. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

(Sign) By \_\_\_\_\_ Date \_\_\_\_\_

(Print) Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Network Lounge Tech

By \_\_\_\_\_ Date \_\_\_\_\_

Chris E. Carter

Network Lounge Tech Authorized Representative

Note: Contract subject to change without notice.