

**CASTLES INFORMATION NETWORK, INC.**

**Website Design Agreement**

Our goal is to provide a great service to every client. One way of doing this is to make sure the expectations of all parties are spelled out in writing to prevent any misunderstandings. These are the terms of our agreement together.

**TERMS AND CONDITIONS**

The following are the terms and conditions between CASTLES INFORMATION NETWORK, INC., Internet Service Provider ("CASTLES"), and \_\_\_\_\_, ("CLIENT"), under which CASTLES agrees to provide Website Design and Hosting services to the CLIENT.

CASTLES INFORMATION NETWORK, INC. respects the rights of all individuals and entities to use and enjoy the Internet as a responsible and valuable means of communication. Its terms of agreement and policies have been developed to best preserve these principles. It appreciates and expects that all its users, and users of the Internet worldwide, will adhere to ethics of common sense, mutual respect, and decency.

**Authorization**

The above-named CLIENT is engaging Castles Information Network, Inc., a California corporation, with a mailing address of P.O. Box 2368, Vacaville, California 95696, 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 CASTLES hosting service. The CLIENT hereby authorizes CASTLES and employees of CASTLES access to this account. The CLIENT also authorizes CASTLES to submit their completed website to Web search engines, as well as other Web directories and indexes.

**Standard Website Package Elements**

For Standard Website Packages only - CASTLES includes the following elements in their Standard Website Packages:

- 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 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 on CD, disk drive or electronically transmitted via email. .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.
- Photos and other miscellaneous graphic images supplied by CLIENT (up to an average of 3 included per page in standard websites in addition to top-of-page graphic. Color originals larger than 5" x 8" are extra. Graphics must be provided in electronic format and appropriately sized for web use.
- Installation of web pages on the web hosting service.
- Minor updates and changes to existing web pages for six months, subject to the limits outlined below.
- Basic submission to the Google search engine.
- Online feedback or submission form.

**Standard Website Packages**

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 CASTLES an additional \$\_\_\_\_\_ for each additional web page. Graphics or photos beyond the allowed average of 3 per web page shall be billed at an additional \$\_\_\_\_\_ each. The web space size and additional services, and prices of each are detailed on the attached estimate.

**Maintenance and Hourly Rate**

This agreement includes minor web page maintenance to regular web pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not including removing nearly all the text from a page and replacing it with new text. If the CLIENT or an agent other than CASTLES attempts updating the CLIENT'S pages and requires CASTLES time to repair web pages, time will be assessed at the hourly rate, and is not included as part of the updating time. The six-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 \$ \_\_\_\_\_. 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 art, photo, graphics services, and helping CLIENTS learn how to use their own web page editor. Up to two (2) hours of training is provided on CASTLES Web Page Editor.

**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.

**Web Hosting Service**

The CLIENT understands that Web Hosting Service is a separate service provided by CASTLES. The CLIENT acknowledges that web designs created by CASTLES are created with proprietary template software and must be hosted on CASTLES hosting servers unless acknowledged and agreed to under a separate agreement. CLIENT acknowledges that web hosting is a function of both website size and bandwidth transfer of the individual site parts to web visitors as well as downloads from the individual site of graphics, PDFs, etc.

**Completion Date**

CASTLES 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 \_\_\_\_\_.

If the CLIENT does not supply CASTLES 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 published.

**Design Payment**

Fees to CASTLES 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 \$600, the total amount shall be paid upon signing this contract. All payments will be made in US funds.

**Assignment of Project**

CASTLES reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**Legal Stuff**

CASTLES 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 CASTLES 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 CASTLES 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.

**Copyrights and Trademarks**

The CLIENT represents to CASTLES and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CASTLES 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 CASTLES and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT. (\_\_\_\_\_)

**Public Persons, Personalities, Sports Figures**

If CLIENT, or agent representing a CLIENT that is a public person, personality or sports figure, CLIENT and/or agent acknowledge that the use of their images or other identifiable graphics depicting that individual or associated with that individual are available for unrestricted use in the context of the website. CLIENT and/or agent further acknowledge that rights to those images and/or graphics have not been signed away or assigned to another party and CLIENT and/or agent have full rights to all images and graphics provided. (\_\_\_\_\_)

**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 CASTLES and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CLIENT'S exercise of Internet electronic commerce.

**Copyright to Web Pages**

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

**Payment of Charges**

In order for CASTLES 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. CASTLES reserves the right to remove web pages from viewing on the Internet until final payment is made and if monthly charges are not paid. In case collection proves necessary, the CLIENT agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by CASTLES. Regardless of the place of signing of this agreement, the CLIENT agrees that for purposes of venue, this contract was entered into in Solano County, California, and any dispute will be litigated or arbitrated in Solano County, California. Please pay on time. (\_\_\_\_\_)

**Sole Agreement**

The agreement contained in this "Website Design Contract" constitutes the sole agreement between CASTLES 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. Web hosting is on a month-to-month basis.

**Initial Payment and Refund Policy.**

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 CASTLES, P.O. Box 2368, Vacaville, CA 95696, phone (707) 455-3401, work completed shall be billed at the hourly rate stated above, 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 stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

#### GENERAL TERMS AND CONDITIONS

1. Either party may terminate this agreement without cause on 30 days notice;
2. The CLIENT agrees that in the event of termination, or disruption of service, CASTLES will not be responsible for any inconvenience, lost income, or consequential resulting damages that may be suffered by the CLIENT;
3. CASTLES has the unqualified right to change the terms and conditions of its service at any time and to require the CLIENT to accept and adhere to such changes. CASTLES will act in a commercially reasonable manner as required by business necessity in making such changes.
4. In addition to the foregoing, the CLIENT acknowledges and agrees to abide by the specific general policies of CASTLES as set forth below:

#### GENERAL POLICIES APPLICABLE TO ALL CASTLES MEMBERS

1. CASTLES has the unqualified right to terminate its obligations under this agreement in the following circumstances:
  - a. The failure of the CLIENT to adhere to the policies of CASTLES as set forth herein;
  - b. The failure of the CLIENT to comply with the laws of the United States and the State of California regarding use of the Internet in any regard;
  - c. The failure of the CLIENT to perform its obligations and duties under this Agreement;
2. CASTLES retains ownership rights in all proprietary material provided as part of its service. Proprietary material includes but is not limited to content, material, code, look and feel of its Website, text, sound, video, software, graphics and other similar material contained in its service.
3. This Agreement and the rights and duties of the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of California.
4. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, or contrary to law, then such provision(s) shall be construed to reflect the intentions of the parties, and shall not affect the other provisions of this Agreement, which shall remain in full force and effect;
5. CASTLES refusal or failure to exercise or enforce any right or provision of this agreement shall not constitute a waiver of such right or provision.
6. CLIENT agrees to indemnify and hold CASTLES harmless from any claim or demand, including reasonable attorney fees, made by any third party arising out of CLIENT'S use of this Service, the violation of this agreement or of the policies of CASTLES by the CLIENT, or the infringement or attempted infringement by CLIENT or invitee or permittee of CLIENT, of any proprietary right of any person or entity;
7. In the event CLIENT objects to any terms, conditions or policies of CASTLES, as imposed from time to time, or becomes dissatisfied with its service for any reason whatsoever, CLIENT understands that its sole recourse is to discontinue and terminate its use of the service. Upon such termination, the CLIENT shall have no further right to use the service or any software issued in conjunction with the service, and CASTLES will have no further obligation to CLIENT to forward unread email or unsent messages to either CLIENT or any third party. CLIENT will notify CASTLES in writing, either by email or regular mail of its intent to terminate service.
8. CLIENT acknowledges that its right to use the service is exclusive and only for the benefit of the CLIENT, and it may not be resold, licensed or transferred to any other person or entity.
9. Use of the service is on an "as is" and "as available" basis. CLIENT accepts the full risk of loss in the event of the inability of CASTLES to provide the service. CASTLES provides no service level guarantee either directly or implied;
10. CASTLES expressly disclaims, to the extent allowed by law, all warranties, implied or express, including warranties of merchantability, fitness for a particular purpose, and any other warranties authorized by law.
11. CASTLES shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use its service. CASTLES shall not be liable for the cost to procure substitute service or goods.

12. CLIENT shall notify CASTLES immediately in the event of any breach or unauthorized use or CLIENT'S account with CASTLES.
13. CLIENT may not resell, rent, lease or otherwise make commercial use of its account with CASTLES.
14. CASTLES will respect the privacy of CLIENT. It will not monitor, edit or disclose the contents of a CLIENT'S private communications, unless required to do so by process or operation of law, or unless necessary to do so under exigent circumstances where necessary to protect the safety or property of others. CLIENT understands that the technical processing of email messages is required to send and receive messages, and to conform to the technical requirements of the Internet and the Internet service provider, and that the content of their messages may in such circumstance not be secure. CLIENT understands and acknowledges that CASTLES does not warrant the privacy of the messages of the CLIENT. CLIENT will protect their password(s) and will notify CASTLES immediately in the event of any unauthorized use of their password or of their account(s).

SPECIAL CONSIDERATIONS

- CASTLES provides CLIENTS with web space intended for the CLIENT'S sole use and that of the CLIENT'S customers.
- CASTLES provides various enhancements on network servers to facilitate the use of various software packages including custom programs. The use of public domain software as well as custom or private label software packages will be at the sole discretion of CASTLES.
- The use of any software by the CLIENT is the responsibility of the CLIENT. CASTLES is under no obligation to provide continuing hosting capability of any software but will provide reasonable notification to CLIENT should an issue arise with the hosting of a specific software package.
- CASTLES reserves the right to suspend or terminate any CLIENT'S website that poses a security threat to the network or other domains being hosted.
- Payment is required in advance. Preferred billing is by credit card. Invoices are sent via email. For nominal charge, hard copy billing can be provided. Invoices are typically mailed the 15<sup>th</sup> and due by the 1<sup>st</sup>. For payments not received by the 1<sup>st</sup>, the account will be considered delinquent and will be suspended if payment is not received by the 10<sup>th</sup>. The first months web hosting is prorated. Web accounts are automatically suspended unless special arrangements are made and approved in advance. Service fees are charged for reactivation of suspended accounts.

CLIENT ACKNOWLEDGES THAT USE OF THE SERVICE IS AT THE RISK OF ORGANIZATION, AND THAT CASTLES DOES NOT WARRANT THAT THE SERVICE WILL BE FREE OF INTERRUPTION OR ERROR. CLIENT FURTHER ACKNOWLEDGES THAT CASTLES DOES NOT WARRANT THE RESULTS TO BE OBTAINED FROM USE OF ITS SERVICE, AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

DATE: \_\_\_\_\_  
For CASTLES INFORMATION NETWORK, INC.

I certify that I have the authority to enter into this agreement on behalf of the CLIENT named below:

CLIENT: \_\_\_\_\_

BY:

DATE: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
 Signature

Federal Tax I.D Number \_\_\_\_\_

