

Eblahmysuper Website Design
STANDARD CONTRACT

This Contract Agreement is made:
_____ (Day) _____ (Month) _____ (Year)

Name:

Business Name ("Client"):

Address:

City:

State:

Zip:

Phone:

Fax:

Email:

Eblahmysuper Contact:

460 NE Maiden Lane Apt.3, Pullman Washington 99163
Email: tohny@eblahmysuper.com

In consideration of Client retaining Eblahmysuper to design or redesign, and/or build and/or maintain a website for Client, it is agreed as follows:

1. Compensation and Term

The above named Client retains Eblahmysuper, and Eblahmysuper agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining a website for Client according to *specifications agreed upon, and detailed at the bottom of this contract, between Eblahmysuper and Client.

Term shall be until the agreed upon website work is completed starting with date specified.
Date to begin work: _____

Client is solely responsible for supplying website content, authoring, organization, images in file format unless Eblahmysuper is hired specifically for this purpose and it is stated in the agreed upon specifications. If all text and graphics necessary to complete the work are not received by Eblahmysuper within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of Eblahmysuper.

The following fees shall apply:

A fee in the amount of \$_____ to complete the agreed upon work. 50% (\$_____) of said fee is due after initial consultation and before work is begun. The remaining 50% (\$_____) shall be due and payable when work is completed and shall be received before website is uploaded to it's

final destination. This fee does not include: the cost of domain registration, hosting set up fee, hosting, merchant account, secure online authorization or shopping cart.

Maintenance shall be on a change by change basis, with a minimum of \$20 per change fee depending on task assigned.

Eblahmysuper agrees to complete this project within the estimated budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes which would significantly increase work required of Eblahmysuper. Eblahmysuper will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this. If it becomes necessary for Eblahmysuper to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. Warranties by Eblahmysuper

Eblahmysuper represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

3. Independent Contractor

Eblahmysuper acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

Eblahmysuper recognizes and acknowledges that this Agreement creates a confidential relationship between Eblahmysuper and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

Eblahmysuper Associates agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

Client agrees that copyrights to Eblahmysuper's work product produced in the performance of this Agreement shall remain the exclusive property of Eblahmysuper, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Eblahmysuper's prior written consent. Any rights granted to Client under this Agreement shall not affect Eblahmysuper's exclusive ownership of the work copyright.

7. Eblahmysuper agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of client. Eblahmysuper shall also prepare the site for search engine submission, which shall include, alt tags for images, and submission to the major free submission search engines. Presently we submit to Yahoo, Google, MSN, Open Directory, Alta Vista, Fast/All the Web.. Eblahmysuper does not guarantee listings on search engines as they alone determine who they will list and who they will not. Eblahmysuper will provide two months of minor changes and/or updates and up to two hours of consultation. This work shall be completed for the above stated fee.

*See Worksheet

To be stated on an individual basis:

IN WITNESS WHEREOF, Client and Eblahmysuper have duly executed this Agreement as of the day and year first above written.

Eblahmysuper Website Design

Name:

Title:

Date:

Client:

Name:

Title:

Date: