

# Olympic Web Design, Inc.

## Web Design & Development Agreement

### *Electronic Publishing Terms and Conditions*

The following agreement is by and between Olympic Web Design, Inc. of 4888 NW Bethany Blvd., Suite K5-157, Portland, OR 97229 and all Clients using Olympic Web Design Inc. services.

WHEREAS, Olympic Web Design, Inc. is a web site design and Internet publishing company. Olympic Web Design, Inc. offers hypertext markup language (HTML), Perl, JavaScript, PHP, ASP, database and other computer language programming and graphic design services;

WHEREAS, Client seeks to utilize Olympic Web Design, Inc. services to develop a web site for his/her own purposes;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Olympic Web Design, Inc. can make no guarantee that any given reader shall be able to access Olympic Web Design, Inc. designed pages at any given time. Olympic Web Design, Inc. represents that it shall make every good faith effort to ensure that its designed sites are for as large an Internet viewing audience as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

#### **I. Financial Arrangements:**

1. Client agrees to provide fifty percent (50%) of the total project cost prior to work beginning on the project.
2. Client agrees to pay remaining fifty percent (50%) balance of project cost in full within thirty (30) days of completion and prior to transfer of site ownership. The site will remain the property of Olympic Web Design, Inc. until the project cost has been paid in full. Olympic Web Design, Inc. reserves the right to remove the site from service until payment has been received in full.
4. Client agrees to notify Olympic Web Design, Inc. via phone or e-mail if payment will be past due and agrees to pay a one percent (1%) late fee for payments received more than fifteen (15) days past their due date. Client agrees that payments received past thirty (30) days due may result in termination of service, a reconnection fee, and the outstanding balance to be paid in full.
5. Client agrees to pay maintenance fees associated with requested updates to content or programming at a rate of \$69 per hour unless otherwise agreed to by both parties. Client will receive an invoice for charges and payment is due upon receipt.

#### **II. Content:**

1. Client agrees to provide content in a *soft format*. A *soft format* includes text or word processing files furnished on a Microsoft Windows compatible CD-ROM, or as an attachment to an e-mail message to Olympic Web Design, Inc.
2. Client agrees that if content is provided in *hard format* via a copy of a page or other hard media that requires conversion into a *soft format* that an additional cost will accrue at the rate of \$69 per hour unless agreed to otherwise.
3. Client warrants that it has the right to use the applicable trademarks, if any, of all materials provided to Olympic Web Design, Inc. and grants Olympic Web Design, Inc. the right to use such trademarks in connection with Olympic Web Design Inc.'s web site design.

4. Client is allowed to provide one set of relevant site revisions that are within the project scope upon initial completion of the site. Any further updates will be at the rate of \$69 per hour unless otherwise agreed to by both parties. Client will receive an invoice for charges and payment is due upon receipt.

### **III. Site Ownership:**

1. Olympic Web Design, Inc. retains ownership of the site's pages until the total project cost has been paid in full.
2. Olympic Web Design, Inc. retains the intellectual rights to all hypertext markup language (HTML), computer programming, and graphical design performed within the Clients web site. Upon site transfer and payment in full, Olympic Web Design, Inc. will allow Client to use and replicate the HTML coding for its own lawful purposes.
3. Client retains ownership of domain names registered for Client through InterNIC® or other Network Information Centers.

### **IV. Termination:**

Olympic Web Design, Inc. may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this agreement and we refer the matter to an attorney, the Client agrees to pay a reasonable attorney fee. Client also agrees to compensate Olympic Web Design, Inc. for other collection costs and expenses.

### **V. Limited Liability:**

1. Client expressly agrees that use of Olympic Web Design, Inc.'s design services is at Client's sole risk. Neither Olympic Web Design, Inc., its employees, affiliates, agents, third party information providers, web hosting providers, merchants licensors or the like, warrant that Olympic Web Design Inc's service will not be error free; nor do they make any warranty as to the results that may be obtained from the use of the design service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Olympic Web Design Inc's design service, unless otherwise expressly stated in this Agreement.
2. Under no circumstances, including negligence, shall Olympic Web Design, Inc., its offices, agents or any one else involved in creating, producing or distributing Olympic Web Design Inc.'s designed pages be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Olympic Web Design, Inc. designed pages ; or that results from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission or any failure of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Olympic Web Design, Inc.'s records, programs or services.
3. Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs. Olympic Web Design, Inc. is a member in good standing with the Western Washington Better Business Bureau (BBB). Client agrees that the sole course for settling any disputes will be through the use of the BBB Dispute Resolution Services. The BBB Dispute Resolution Services provide conciliation, mediation and arbitration. The client understands and agrees that any decision of the BBB Dispute Resolution Service is final and legally binding.

### **VI. Lawful Purpose:**

Client may only use Olympic Web Design, Inc.'s design services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

**VII. Indemnification:**

Client agrees that it shall defend, indemnify, save and hold Olympic Web Design, Inc. harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorneys' fees, ("Liabilities") asserted against Olympic Web Design, Inc., its agents, its customers, 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 Client, its agents, employees or assigns. Client agrees to defend, indemnify and hold harmless Olympic Web Design, Inc. against Liabilities arising out of (a) any injury to person or property caused by any products sold or otherwise distributed in connection with Olympic Web Design, Inc.'s web design services; (b) any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party; (c) copyright infringement and (d) any defective product which Client sold on or through a Olympic Web Design, Inc. designed site.

**VIII. Contract Revisions:**

Revisions to this Contract will be applicable to previous Contracts. Revisions will be considered agreed to by the Client on renewal of Olympic Web Design, Inc. services as specified in Section I. Financial Arrangements.

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This Agreement constitutes the entire understanding of the parties. Both parties upon engagement of services by Olympic Web Design agree to the terms and conditions of this agreement. Both parties upon renewal of services thereupon agree to any changes or modifications to this Contract.

This Agreement shall be governed and construed in accordance with the laws of the state of Washington and of the Internet.