



CowboyUp Websites

PO Box 2446, Rockport, TX 78381
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www. CowboyUpWebsites.com
361-463-8895

CONTACT INFORMATION:

Contact Name: _____

Phone: _____ Fax: _____

Company/Client: _____

Address: _____

E-mail address: _____

WEBSITE BLOG INFORMATION:

Present WWW URL (if any): _____

New Domain name(s) requested (if applicable) _____

- Other choices if first choice not available _____

TERMS OF AGREEMENT

1. Definition of Terms
CowboyUp Websites (CWS): CowboyUp Websites, P.O. Box 2446, Rockport, TX 78381.
Client: named above
ISP: Internet Service Provider of web space hosting and associated services. This does not include internet access.
Contract: This agreement.
2. Authorization
The above named Client is engaging CowboyUp Websites, as an independent contractor for the specific project of developing and/or improving a World Wide website or installing a blog. If CowboyUp Websites arranges for the registrar and ISP, the Client needs to provide no additional information or authorizations. If the Client arranges their own ISP and/or Registrar, they hereby authorize CowboyUp Websites to access this ISP web space. Client will provide CowboyUp Websites with any necessary "write permission" (including username(s) and password(s)) for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be
3. Warranties
CowboyUp Websites represents and warrants to the Client that it has the experience and ability to perform the services required by this Contract; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Contract; and that its performance of this Contract shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction. The Client represents and warrants to

CowboyUp Websites that it will provide Client Materials as required in a professional, competent and timely manner; that it has the power to enter into this Agreement on behalf of Client; and that its performance of this Contract shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Fees.

CowboyUp Websites will execute this website/blog design as agreed to with the Client. In case the Client desires additional standard or custom features, the Client agrees to pay CowboyUp Websites a charge for each additional feature as quoted. Graphics, photos or links beyond the included on website/blog shall be billed at an additional charge as quoted. Where custom graphic work) is requested, it will be billed at the hourly rate.

5. Maintenance.

This Contract does not include maintenance or updates

6. Payment.

All services agreed to in this Contract, shall be sold for the price specified on the estimate/invoice. Payment shall be by cash, check, credit card (Visa or MasterCard) or money order, in US dollars, and made payable to "CowboyUp Websites".

7. Payment Terms.

Unless otherwise stated in the estimate/invoice, the following standard terms apply. For web site and custom blog design packages a minimum deposit of fifty percent (50%) of the design cost and the total amount of hosting is required to commence work. The site will be made available through an approvals directory of CowboyUp Websites for the Client's viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the Client. For standard blog packages, 100% of the installation, customizing and hosting charges is required to commence work. Payment for the site must be made in full before the site will be installed to the HTML directory of the arranged ISP host computer. Marketing of the site to search engines and directories will occur only after the final payment is made. The annual web hosting time begins when the initial deposit or payment is made or when a domain name is registered (earliest date will prevail).

8. Completion Date.

CowboyUp Websites and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website.

If the client does not supply CowboyUp Websites 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 completed.

9. Assignment of Project.

CowboyUp Websites reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. CowboyUp Websites will be responsible for the final results of the project. CowboyUp Websites reserves the right to choose the Registrar and Hosting Service of their choice when the Client requests that service. Domain names will be registered on behalf of the client. If and when the Client wishes to move to a different Registrar or hosting service, authorization codes and other services will be promptly provided by CowboyUp Websites. The process will be governed by the rules, regulations and guidelines of ICAN.

10. Additional Expenses.

Client agrees to reimburse CowboyUp Websites for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography etc.

11. Additional Services.

Any revisions, additions or redesign Client wishes CowboyUp Websites to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

12. Copyrights and Trademarks.

The Client represents to CowboyUp Websites and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CowboyUp Websites 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 CowboyUp Websites and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

13. Age.

Client certifies that he or she is at least 18 years of age.

14. Limited Liability.

Client hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.

Client hereby agrees to indemnify and hold harmless CowboyUp Websites from any claim resulting from Client's publication of material or use of those materials. Client hereby agrees to indemnify and hold harmless CowboyUp Websites in any claim resulting from the submission of illegal materials. Blogs may be removed from viewing if it is determined these materials are being published on the blog.

If CowboyUp Websites shall acquire an Internet Domain Name on behalf of the Client, then in such case Client hereby waives any and all claims which it may have against CowboyUp Websites, for any loss, damage, claim or expense arising out of or in relation to the registration of such Domain Name in any on-line or off-line network directories, membership lists or registration lists, or the release of the Domain Name from such directories or lists following the termination of the providing of this service by CowboyUp Websites for any reason.

Under no circumstances, including negligence, shall CowboyUp Websites, its offices, agents or anyone else involved in creating, producing or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use CowboyUp Websites' services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to CowboyUp Websites' records, programs or services. Client maintains sole responsibility for data backups and restoration, if accessible with the arranged hosting service. Client hereby acknowledges that this paragraph shall apply to all content on CowboyUp Websites' services.

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 Contract and any reasonable attorney's fee and court costs.

15. Indemnification.

Client agrees that it shall defend, indemnify, save and hold CowboyUp Websites harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against CowboyUp Websites, agents, its Client's, 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, employee or assigns. Client agrees to defend, indemnify and hold harmless CowboyUp

Websites against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with CowboyUp Websites' service, any material supplied by Client infringing on the proprietary rights of a third party, copyright infringement, and any defective product which Client has sold in the Web Design.

16. Laws Affecting 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 CowboyUp Websites and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

17. Copyright to Web Pages.

Once a project has been delivered by us and is fully paid for by Client, CowboyUp Websites will assign the reproduction rights of the design for the use(s) described in the proposal.

According to the Copy right Law of 1976, the rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by DESIGNER, or purchased from a stock agency on your behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with CowboyUp Websites and/or his/her authorized representative, you may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If you wish to use the design we have created and/or the images within it for another purpose or project, including a reprint or exhibition, you must contact us to arrange the transfer of rights and any additional fees before proceeding. If printing or other implementation is done through your vendors, you agree to return to us all our original mechanicals and artwork (slides, prints, drawings, separations, etc.) within two weeks, and to provide us with printed samples of each project.

We reserve the right to photograph and/or distribute or publish for our firms promotional and marketing needs any work we create for you, including mock-ups and comprehensive presentations, as samples for our portfolio, firm news letter, brochures, slide presentations and similar media. We agree to store mechanical boards and computer disks for a period of 6 months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

18. Authorship Credit.

CowboyUp Websites includes a byline and link on the bottom of Client's Web Page(s) establishing authorship credit. This byline is upon agreement by both Client

and CowboyUp Websites and must be removed at any time upon written request by CowboyUp Websites.

19. Non-Disclosure.

CowboyUp Websites, its employees and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this Contract disclose any Confidential Information to any person except courts and law-enforcement officials.

20. Cancellation.

In the event that work is postponed or cancelled at the request of the Client by registered letter, CowboyUp Websites shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Contract. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work. In the event of cancellation, the Client shall also pay any expenses incurred by CowboyUp Websites and CowboyUp Websites shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

21. Refund Policy.

If the Client applies by a registered letter for a refund within 15 days of signing this Contract, work already completed shall be billed at the hourly rate and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, the Client shall be liable to pay for all work completed at the hourly rate. A minimum amount of 10 % of the initial payment will be non-refundable.

22. Dispute Resolution.

Any claims within the jurisdiction of the Justice of Peace court shall be brought in a Justice of Peace, Aransas County, Texas and shall be nonappealable.

23. Payment of Fees.

In order for CowboyUp Websites to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15.00 charge if payment is not received within 10 days of the due date. For website packages if an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. CowboyUp Websites reserves the right to remove Web pages from viewing on the Internet after the 30th day from the due date until 5-7 days after the account is brought current. For blog packages an invoice will be presented to the Client 30 days prior to the end of the year (beginning of the eleventh month), if payment in full is not received by the anniversary date, the blog will be removed from viewing and cancellation of the domain name (if with our registrar) will be initiated. There will be a \$100.00 re-load fee. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This Contract becomes effective only when signed by CowboyUp Websites. Regardless of the place of signing of this Contract, the Client agrees that for purposes of venue, this Contract was entered into in Aransas County, Texas, and any dispute will be litigated or arbitrated in Aransas County, Texas. Please pay on time.

24. Entire Understanding.

This Contract constitutes the sole agreement between CowboyUp Websites and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This Contract shall be governed and construed in accordance with the laws of the State of Texas. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this Contract on behalf of his or her organization or business.

On behalf of the Client:

Date

On behalf of CowboyUp Websites:

Date
