

THE FOLLOWING IS ONLY A SAMPLE OF THE CONTRACT WE WILL HAVE YOU SIGN WHEN DOING BUSINESS WITH TCR WEB DESIGNS. THIS CONTRACT WILL BE CUSTOMIZED FOR YOUR WEB SITE NEEDS

Our goal is to satisfy the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

Authorization. The above-named client is engaging DBA TCR Web Designs, a sole proprietor, located at Denton, TX, as an independent contractor for the specific project of developing and/or improving a World Wide website. The client hereby authorizes DBA TCR Web Design Services to access this account, and authorizes the web hosting service to provide DBA TCR Web Designs with "write permission" for the client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes DBA TCR Web Designs to publicize their completed website to Web search engines, as well as other Web directories and indexes. The client also agrees to allow one small banner at the bottom of each page that links back to DBA TCR Web Designs Web Site.

Standard Website Package Elements. DBA TCR Web Designs includes the following elements in this Website Package:

E-mail/phone consultation (Includes Marketing and Design strategy, Web design consultation.)

Words of text supplied by the client (300 words per page approximate maximum if not supplied via diskette. webpages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)

Obtaining One Domain Name for Client

Obtaining Web Hosting Services for One Year

Links to external pages, up to an average of 2.5 per page.

Custom Graphics Package. Customized Campaign Logo Header for each web page. Colorful lines and bullets, and colored and textured background.

Photos and other misc. graphic images supplied by client (up to an average of 1.3 included per page in standard websites, in addition to Campaign Logo Header. Color originals larger than 5" x 8" are extra).

Installation of WebPages on the web hosting service

Minor updates and changes to existing WebPages for one year, subject to the limits outlined below. Additional changes billed at hourly rate.

Site publicity to several major Web search engines, such as Google, Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc. (THERE SHALL BE NO GUARANTEE OF THESE SEARCH ENGINES LISTING YOUR WEB PAGE)

E-mail response link on each Web Page to any e-mail address the client designates

Feedback or guest book form

Provision of an email accounts

Standard Website Packages only.

The content of the WebPages will be supplied by the client and or DBA TCR Web Designs and executed as specified by the client. This website includes up to 5 WebPages. In case the client desires additional standard WebPages beyond the original number of pages specified above, the client agrees to pay DBA TCR Web Designs an additional \$???? for each additional web page. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified below.

Maintenance and Hourly Rate. This agreement includes minor web page maintenance to regular WebPages over a one year period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or an agent other than DBA TCR Web Designs attempts updating the client's pages, time to repair WebPages will be assessed at the hourly rate, and is not included as part of the updating time. The one year 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 databases in an online store, and art, photo, and graphics services

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. The client understands that the web hosting service will be selected and maintained by DBA TCR Web Designs. The client agrees to allow DBA TCR Web Designs full access to the website and a cgi-bin directory via FTP and telnet.

Completion Date. DBA TCR Web Designs and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website within 30 days from the signing of this contract.

Payment of Fees. Fees to DBA TCR Web Designs are due and payable on the following schedule: 50% upon signing this contract, 50% when the WebPages have been constructed according to the client's original written specifications. Advertising the pages to Web search engines and updating occur only after the final payment is made. Payments may be made by check to _____ or by Credit Card via PAYPAL on the Internet.

Legal Stuff. DBA TCR Web Designs does not warrant that the functions contained in these WebPages or the Internet website will meet the client's requirements or that the operation of the WebPages will be uninterrupted or error-free. In no event will DBA TCR Web Designs 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 WebPages or website, even if DBA TCR Web Designs 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 DBA TCR Web Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to DBA TCR Web Designs for inclusion in WebPages 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 TCR Web Designs and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to WebPages. Copyright to the finished assembled work of WebPages produced by TCR Web Designs is owned by DBA TCR Web Designs. 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. DBA TCR Web Designs the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Payment of fees. In order for DBA TCR Web Designs 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. DBA TCR Web Designs reserves the right to remove WebPages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by DBA TCR Web Designs. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Denton County Texas, and any dispute will be litigated or arbitrated in Denton County, Texas.

Sole Agreement. The agreement contained in this "Website Design Contract" constitutes the sole agreement between DBA TCR Web Designs 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 one year after both parties sign this contract. Continued services after that time will require a new agreement.

Initial Payment and Refund Policy.

The total amount of this contract is \$?????

This agreement begins with an initial payment of \$????.00. If the client halts work and applies by registered letter for a refund within 30 days, to DBA TCR Web Designs Denton TX (940) 372-2999, 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.

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

On behalf of the client (authorized signature):

_____ Date _____

On behalf of DBA TCR Web Designs (authorized signature)

_____ Date _____