

Olympic Web Design, Inc.

Web Design & Development Agreement

Terms and Conditions

The following agreement is by and between Olympic Web Design, Inc. of 12128 N. Division St. #138, Spokane, WA 99218 and you, your heirs, agents, successors and assigns (Client) using Olympic Web Design, Inc.'s design and development 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 and/or maintain 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 unless otherwise mutually agreed to in writing by both Client and Olympic Web Design, Inc.
2. Client agrees to pay remaining fifty percent (50%) balance of project cost in full within thirty (30) days of completion unless otherwise mutually agreed to in writing by both Client and Olympic Web Design, Inc.. All design and development performed by Olympic Web Design, Inc. 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.
3. Client agrees to notify Olympic Web Design, Inc. via phone or e-mail if payment will be past due and agrees to pay a twelve percent (12%) annual late fee, assessed monthly for account balances 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.
4. Client agrees to pay maintenance fees associated with requested updates to content or programming at a rate of \$85 per hour unless otherwise agreed in writing 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 DVD, 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 \$85 per hour unless agreed to otherwise.
3. Client warrants and unconditionally guarantees that all site content including but not limited to text, graphics, photos, trademarks, designs and any other materials provided to Olympic Web Design, Inc. by

Client are either owned by Client or used with permission of the owner of said Client provided materials. Client grants Olympic Web Design, Inc. the right to use provided materials in connection with Olympic Web Design, Inc.'s design and development services.

4. For flat rate fixed bid projects, 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 \$85 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 full ownership of the all design and development until the total project cost has been paid in full at which time the Client is provided a right to use license.

2. Olympic Web Design, Inc. retains the intellectual property rights to all hypertext markup language (HTML), computer programming, and graphical design performed for the Client by Olympic Web Design, Inc. and its subcontractors. Upon payment in full, Olympic Web Design, Inc. will allow Client to use the HTML, programming and graphical design for its own lawful purposes. Client acknowledges and agrees that intellectual property rights to photos, graphics, source code, work-up files, and computer programs are not transferred to the Client, and that any such rights shall remain the property of the respective owners or licensors of such rights.

3. Olympic Web Design, Inc. reserves the right to subcontract design and development services. Any services performed by subcontractors are for the sole benefit of Olympic Web Design, Inc. and Client. Until the total project cost has been paid in full, Olympic Web Design, Inc. retains the exclusive ownership of any design and development produced by subcontractors.

4. Client retains ownership of domain names registered for Client through InterNIC or other Network Information Centers provided domain registration fees are paid and kept current by Client.

5. Olympic Web Design, Inc. and its subcontractors retain the right to display works developed for Client in their portfolios.

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, subcontractors, 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, subcontractors or anyone else involved in creating, producing or distributing Olympic Web Design Inc.'s designed pages, programming or graphic designs 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 Eastern 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 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 to fully indemnify, defend and hold harmless Olympic Web Design, Inc. and its affiliates, employees, consultants, contractors, officers, representatives and any other third party or parties ("Olympic Indemnitees") from any and all losses, liabilities, penalties, demands, costs, expenses (including attorney's fees), causes of action or claims ("Liabilities") resulting from, directly or indirectly, any use of services by Client, in each case without limitation or exception. This indemnification and hold harmless agreement extends to all issues associated with Client's account, including but not limited to domain name selection and web site content. Client agrees to fully defend, indemnify and hold harmless each Olympic Indemnitee against any and all Liabilities arising out of (a) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Olympic Web Design, Inc.'s services; (b) any material infringing or allegedly infringing on the proprietary rights of a third party; (c) copyright infringement and (d) any defective product or service which Client advertised or sold on or through an Olympic Web Design, Inc. designed site.

VIII. Contract Revisions:

Revisions to this Agreement will be applicable to any previous Web Design and Development Agreements between Client and Olympic Web Design, Inc.. Revisions will be considered agreed to by the Client on renewal or utilization of Olympic Web Design, Inc. services as specified in Section I. Financial Arrangements.

IX. Retroactive Application:

This Agreement applies to all pre-agreement effective date services provided for Client by, or on behalf of, Olympic Web Design, Inc..

X. Applicable Law, Jurisdiction, and Service:

This agreement shall be governed by the applicable laws of the State of Washington, USA ("Washington") and the United States of America. Client agrees that all services provided by Olympic Web Design, Inc shall be deemed to have been requested and provided in Spokane County, Washington. Client further agrees that Eastern Washington Better Business Bureau (BBB) Dispute Resolution Service, shall have personal jurisdiction over Client and exclusive subject matter jurisdiction over any and all controversies or claims arising from or relating to this agreement or the services provided by Olympic Web Design, Inc.

XI. Severability:

If any provision of this agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect and said provision shall be reformed only to the extent necessary to make it enforceable.

XII. Acknowledgement:

This Agreement constitutes the entire understanding of the parties. Both parties upon engagement of services by Olympic Web Design, Inc. agree to the terms and conditions of this agreement.