

WEB SITE DESIGN PROJECT AGREEMENT

CLIENT INFORMATION:

Business Name..... _____

Your Name..... _____

Address..... _____

Phone..... _____ Fax _____

Web Site _____ Email ... _____

ISP Host _____ IP Address _____

Customer # / Login _____ Password _____

1. SERVICES RENDERED. Your Fiesta & Co. agrees to perform the following services:

Standard Web Site Package.

- * New Web Site Design, Unlimited Pages, using complete text & graphics content supplied by Client.
- * Each Work-in-progress source file will be temporarily stored in Client's Internet Service Provider (ISP) Server for Client's Review and Approval. Review Notification is issued via above email address. Client signs off each step in writing (email).
- * Upon completion, the new Web site is uploaded to Client's Server to go live. Site Upload Notification is issued to Client.

Additional Web Site Maintenance.

- * 6 Months of **FREE** Minor and Major Revisions (starting from the date of this Agreement's signing, a total of 180 days).
- * Minor Revisions Normally Finished & Uploaded Within 72 Hours or less. Major Revisions: will advise Client of timeline.
- * Continued Maintenance Services (Minor Revisions Only) by Your Fiesta & Co. will Require a New Agreement After 6 Months.

Minor Revisions means updating links and making minor changes to a sentence or paragraph. Anything else is considered Major Revisions. Your Fiesta & Co. is not responsible for any Web site changes or revisions or damage done to this Web site by the Client or anyone else other than Your Fiesta & Co. and time to repair such Web pages will be charged at **\$ 100.00** an hour.

2. COST OF SERVICES.

The Client and Your Fiesta & Co. agree that the services described in this agreement shall be completed for a sum of **\$ 1795.**

3. PAYMENT SCHEDULE.

Retainer. Client agrees to pay Your Fiesta & Co. now a general **NON-REFUNDABLE** sum of **\$ 800.00** to engage our Web Design services, upon execution of this agreement. It is agreed that this sum has been paid to commence work and shall be retained by Your Fiesta & Co. as damages, should the Client cancel this agreement anytime after it is signed.

Balance. Client agrees to pay Your Fiesta & Co. the remaining sum of **\$ 995.00** upon completion of the *Standard Web Site Package* described in Paragraph 1 above. Any balance due must be paid in full, within 30 days from the date of Site Upload Notification, in the form of personal or company check, money order, cashier's check or cash, US funds.

There will be a \$ 30.00 service charge per any returned check and only cash will be accepted afterwards. Delinquent bills will be assessed a \$ 120.00 charge if payment is not received by the due date.

Your Fiesta & Co. reserves the right to remove Client's Web pages from viewing on the Internet (replaced by an "Under Construction" page), if payment is not made within 30 days after delivery of our Site Upload Notification. In case collection proves necessary, the Client agrees to pay all fees incurred in that process.

4. COMPLETION DATE.

Your Fiesta & Co. prides itself in providing excellent customer service. Your Fiesta & Co. and the Client must work together to complete the Web site in a timely manner. We agree to work expeditiously to complete the website no later than 30 days after Client has submitted all necessary materials. If the Client does not supply Your Fiesta & Co. with complete text and graphics content for this Web Site Design Project within 45 days of the date this agreement was signed, the contract becomes null and void. Your Fiesta & Co. shall have the right to keep the original retainer sum as damages.

AGREEMENT CONTINUES ON BACK SIDE.

WEB SITE DESIGN PROJECT AGREEMENT
(Continues from front page)

5. AUTHORIZATION.

The Client is engaging Your Fiesta & Co./ Jorge R. Hernandez - Webmaster, a sole proprietor, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the Client's web space located on an ISP server. The Client will establish a separate contract with an ISP for hosting. Client authorizes the ISP to provide Your Fiesta & Co. with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's ISP service agreement/ level. The Client hereby authorizes Your Fiesta & Co. to access the Client's account and change the password until full payment is received. The account's old password will be restored upon full payment. The Client also authorizes Your Fiesta & Co. to submit their completed and optimized (appropriate titles, keywords, description and text) Web site to free major Web search engines, however, Your Fiesta & Co. can not guarantee the acceptance of the site by any particular search engine or the placement of Client's Web site in search engine results.

6. CROSS BROWSER COMPATIBILITY.

Your Fiesta & Co. will use existing Web Site design technologies (Macromedia Dreamweaver, XHTML, JavaScript, Flash, etc.) in accordance with the most common accepted standards and practices of the Web Service Industry. Our agreement contemplates the creation of a Web Site viewable by current (as of agreement's date) Microsoft Internet Explorer, Mozilla Firefox and Google Chrome browsers. Compatibility is defined herein as all critical elements of each page being viewable on these 3 browsers. Client is aware that as new browser versions of Internet Explorer, Firefox and Chrome are developed, newer browser versions may not be backward compatible. A Site Redesign for Browser Compatibility is not part of this agreement and will be separately negotiated.

7. WARRANTIES AND LIABILITY.

Your Fiesta & Co. does not warrant that the functions of the Web site will meet the Client's expectations of site traffic or resulting business, or that the operation of the Web pages will be uninterrupted or error-free. In no event will Jorge R. Hernandez – Webmaster, and Your Fiesta & Co. be liable to the Client or any third party for any damages, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site, even if Your Fiesta & Co. has been advised of the possibility of such damages.

8. TRADEMARKS & COPYRIGHTS.

The Client represents to Your Fiesta & Co. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Your Fiesta & Co. 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 Your Fiesta & Co. and/or Jorge R. Hernandez from any claim or suit arising from the use of such elements furnished by the client.

Copyright to the finished assembled work of Web pages produced by Your Fiesta & Co. is owned by Your Fiesta & Co./ Jorge R. Hernandez - Webmaster. Upon final payment of this contract, the Client is assigned Rights to Use as a Web site, the design, graphics, and text contained in the finished assembled Web site. 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. Copyright to Client supplied text and images are retained by Client should they fulfill the above paragraph's parameters. Your Fiesta & Co. retains the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. Your Fiesta & Co. reserves the right to include a development credit line and hyperlink back to its business Web site on all designed Web pages.

9. LAWS AFFECTING ELECTRONIC COMMERCE.

From time to time governments enact laws and levy taxes and tariffs affecting Internet 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 Your Fiesta & Co. from any claim, suit, penalty, tax, or tariff arising from the Client's exercise of Internet electronic commerce.

10. LITIGATION.

This agreement becomes effective only when signed by Your Fiesta & Co. 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. Regardless of the place of signing of this agreement, the Client agrees that any disputes arising from this contract will be litigated or arbitrated in Riverside County, California. This Agreement shall be governed and construed in accordance with the laws of the State of California, USA.

11. ENTIRE CONTRACT & ACKNOWLEDGMENT.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding between Jorge R. Hernandez – Webmaster, Your Fiesta & Co. and the Client regarding this Web Site Design Project. Any changes or modifications thereto must be in writing and signed by both parties. The undersigned have read this agreement prior to execution and acknowledge receipt of a copy.

On behalf of the Client (authorized signature): _____ Date _____

On behalf of Your Fiesta & Co., Jorge R. Hernandez: _____ Date _____