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# AA TECH DESIGN

1211 S. SHENANDOAH ST. SUITE 105, LOS ANGELES, CA 90035

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This is a legal and binding contract between AA TECH DESIGN and the Client listed below.

## CLIENT:

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Country: **USA**

Phone: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Cell: (\_\_\_\_) \_\_\_\_-\_\_\_\_ Home: (\_\_\_\_) \_\_\_\_-\_\_\_\_

E-mail address: \_\_\_\_\_

Present WWW URL (if any): **http://www.**\_\_\_\_\_

FTP: \_\_\_\_\_

User Name: \_\_\_\_\_ Password: \_\_\_\_\_

Domain Registered With: \_\_\_\_\_

User Name: \_\_\_\_\_ Password: \_\_\_\_\_

These are the terms of our agreement:

### 1. Authorization.

The above-named Client is engaging AA TECH DESIGN, known as Developer, located at 1211 S. Shenandoah St. Suite 105 Los Angeles, CA 90035, as an independent contractor for the specific purpose of developing and/or improving a web site. The Client hereby authorizes Developer to access the above FTP account, and authorizes the web hosting service to provide Developer 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 Developer to publicize their completed web site to Web search engines, as well as other Web directories and indexes.

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## 2. Standard Web Site Package:

**Domain Registration:** The Developer will secure a domain name for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are Internic fees, and are not a source of income for the Developer.

If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host. Should the Client desire a specific domain name, which is already owned by another party, negotiations for said domain name must be undertaken by the Client.

**Text:** Text or content for web site must be supplied by the Client in a .doc format via disk (CD or DVD) or email attachment. Otherwise, if not supplied on disk or via email, there will be an additional charge for typesetting.

**Links:** This agreement contemplates up to an average of 12 external or relative links per page and an e-mail response link on each web page to any e-mail address specified by Client.

**Photos:** Photos and other misc. graphic images will be supplied by the Client.

**Scanning:** Scanning is not included as part of the price for the site. If you anticipate needing scanning service, or need large format images scanned, please contact us for pricing and/or discounts on volume scanning.

**Installation:** Finished site will be uploaded to Client's or AA TECH DESIGN's hosting company.

**Site publicity:** The site will be subject to a one-time blast submission to at least 5 of the major Web search engines, such as *Google, Yahoo, MSN, AltaVista, etc.*

## 3. Available Services:

*This agreement includes all the aforementioned services plus (some services will have additional fees):*

- Page Redirection / Plug-in Technology
- Graphic Creation / Banner Advertisements
- Ajax (asynchronous JavaScript and XML)
- Java Applets
- Macromedia Flash
- DHTML
- Real Audio / Video
- QuickTime / QuickTime VR
- E-commerce
- Secure Certificate
- Merchant Account
- Real Time Credit Card Processing
- Databases
- Training
- Web Based Text Messaging
- Toll Free Numbers

#### **4. Additional Expenses:**

Client agrees to reimburse the Developer for any critical Client requested expenses necessary for the completion of the project. Examples would be:

- *Purchase of specific fonts at the Client's request.*
- *Purchase of specific photography at the Client's request.*
- *Purchase of specific software at the Client's request.*

#### **5. Maintenance Grace Period:**

This agreement includes minor web page maintenance to regular web pages over a one-month period (unless you have the Annual Hosting and Maintenance package provided by AA TECH DESIGN), 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. The one-month maintenance period commences upon the date the Client signs this contract.

#### **6. Search Engine Registration:**

The Developer will optimize the Clients web site with appropriate titles, keywords, descriptions and text and thereafter submit the Client's web site to each of the major search engines and directories. The Developer also offers advanced search engine optimization and site promotion services.

#### **7. Copyrights and Trademarks**

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

The Developer may choose to use Templates, Scripts, Open Source Content Management Systems, Open Source Shopping Cart software and/or other web development codes to develop the site for the Client. All codes and content may get modified to fit the Client's needs as far as looks and functionality.

Once the website is completed, the Developer's Company name or logo will display on every page of the website, near the copyright information. This company name (Such as "Web Design & Maintenance By: AA TECH DESIGN") or logo cannot be removed, resized, modified or obstructed in any way and must remain in place on every single page created by the Developer.

**8. Payment of Fees:** A minimum deposit of fifty percent (50%) is required to commence work.

Fees to Developer are due and payable on the following schedule: 50% non-refundable deposit upon signing of contract, 25% after first stage of site is completed and approved and the balance upon page completion, but prior to delivery / uploading. If the total amount of this contract is less than \$700, the total amount shall be paid upon signing of contract and any additional costs incurred during development will be invoiced at the completion of the web site.

Advertising the pages to Web Search Engines and updating occur only after the final payment is made.

Developer reserves the right to remove web pages from viewing on the Internet until final payment is made. If a payment delay is anticipated, please contact the Developer immediately for an alternative arrangement. If the Customer fails to pay any invoice by the due date for payment, then without prejudice to AA TECH DESIGN's rights under this Agreement, the Customer shall also pay AA TECH DESIGN interest on the outstanding amount at the rate of 5% per month. In case collection proves necessary, the Client agrees to pay all fees incurred by that process.

**9. Completion Date:**

AA TECH DESIGN and the Client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than \_\_\_\_\_ **days from the date of this contract.**

It is important that the Client does not delay the process. If the Client does not supply AA TECH DESIGN with the complete text, graphics and/or all content, this will cause a delay in the above mentioned completion date. Should the Client cause a delay, the new completion date will be provided by the Developer. Additionally, if the Client has not submitted complete text, graphics and/or all content within one month after signing of this contract, an additional continuation fee may be assessed each month until the website is advertised.

**10. Initial Payment Policy:**

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

Amount in Words: \_\_\_\_\_ **Dollars.**

This agreement begins with an initial down payment of \$\_\_\_\_\_

**First payment will be made today, unless it needs to be mailed.**

1<sup>st</sup> Payment made on \_\_\_\_\_ for the amount of \$\_\_\_\_\_. Paid by Check #: \_\_\_\_\_

**To be filled out during the development process as payments are made.**

2<sup>nd</sup> Payment made on \_\_\_\_\_ for the amount of \$\_\_\_\_\_. Paid by Check #: \_\_\_\_\_

3<sup>rd</sup> Payment made on \_\_\_\_\_ for the amount of \$\_\_\_\_\_. Paid by Check #: \_\_\_\_\_

**OPTIONAL Web Maintenance, Hosting package and Email (Annual Contract):**

\_\_\_\_\_ **SPECIAL** - Basic Maintenance (up to 3 small changes a month)  
Initial with Hosting and unlimited Email: \$49.99/month

**DELUXE PLANS:**

\_\_\_\_\_ Package 1 - Maintenance (up to 5 small changes a month)  
Initial with Hosting and unlimited Email: \$69.99/month

\_\_\_\_\_ Package 2 - Maintenance (up to 10 small changes a month)  
Initial with Hosting and unlimited Email: \$89.99/month

\_\_\_\_\_ Package 3 - Maintenance (up to 15 small changes a month)  
Initial with Hosting and unlimited Email: \$109.99/month

**PREMIUM PLANS:**

\_\_\_\_\_ Package 1 - Maintenance (up to 5 small changes **AND** 5 new **pages** added a month)  
Initial with Hosting and unlimited Email: \$249.99/month

\_\_\_\_\_ Package 2 - Maintenance (up to 10 small changes **AND** 10 new **pages** added a month)  
Initial with Hosting and unlimited Email: \$449.99/month

\_\_\_\_\_ Package 3 - Maintenance (up to 3 small changes **AND** 15 new **pages** added a month)  
Initial with Hosting and unlimited Email: \$599.99/month

**CUSTOM PLAN:**

\_\_\_\_\_ CUSTOM - Maintenance Package (\_\_\_\_\_ changes a month **AND** \_\_\_\_\_ pages a month)  
Initial \_\_\_\_\_ for \$\_\_\_\_\_/month

**HOSTING ONLY PLAN:**

\_\_\_\_\_ Just Hosting Package (with PHP, MYSQL, etc.) and Unlimited Email: \$19.99/month  
Initial

**SSL (Secure Sockets Layer)** a communications protocol, predecessor to Transport Layer Security  
\_\_\_\_\_ needed if taking credit cards online. \$49.99/year  
Initial

**Name Registration:**

\_\_\_\_\_ Domain Name(s): \_\_\_\_\_ \$12.99/year  
Initial

PLEASE  
INITIAL  
DESIRED  
PACKAGE

