



## Multi-Ethnic Education and Economic Development Center

### Website Creation Service Agreement

This agreement represents the understanding and agreement between MEED Center ("COMPANY") and the customer ("CLIENT") for website design and training. Microsoft Office Live Small Business (MSOLSB) provides the hosting and domain name registration. CLIENT must set up an account on MSOLSB to start the process.

#### Pricing and Payment Terms

CLIENT will pay 50% of the Design Price of \$\_\_\_\_\_ upon acceptance of this agreement, and 50% upon completion of the website or at the end of 4 weeks, whichever is earlier. If CLIENT does not deliver all of the content pages required for the completion of the website within the 8 week time period, CLIENT will pay the final payment and COMPANY agrees to add the content to the website upon delivery. A bounced check fee of \$40.00 will be applied to all bad checks.

#### Completion Date

COMPANY works closely with our CLIENTS to complete the website in a timely manner. COMPANY agrees to have Website Design completed within 4 weeks from the date of this agreement if all content (text and if applicable, logos and graphics) is provided to COMPANY within the first 2 weeks. If CLIENT does not provide COMPANY with the content in a timely manner preventing completion of the site in 4 weeks time, CLIENT will pay any remaining balance due on the Website Design amount at that time. COMPANY will add the content at a later time when CLIENT delivers it.

#### Training to Make Changes to Website

COMPANY will schedule time to train CLIENT on how to make changes to the website at a mutually convenient time once the website is initially completed. CLIENT will also be trained on organic search engine optimization methods and on accessing website visit (hits) reports. There is no additional cost to this service.

#### Copyright to Website Design and Programming Features

1. COPYRIGHT. Copyright to the finished website is owned by the CLIENT.
2. OWNERSHIP. Rights to content remain the property of the CLIENT.
3. MODIFICATIONS. CLIENT is authorized to make any necessary modifications to the finished design and/or products to fit their purposes.

#### Copyrights, Trademarks and Intellectual Property

CLIENT represents to COMPANY and unconditionally guarantees that any elements of graphics, photos, drawings, designs, other artwork, trademarks, text and/or descriptive language, or other intellectual property rights delivered to COMPANY for inclusion on CLIENT's Website or placed on CLIENT's website by CLIENT, are owned by CLIENT, or that CLIENT has permission from the rightful owner to use each of these elements. CLIENT agrees to indemnify and hold harmless COMPANY, its officers, directors, employees, subcontractors, partners, agents and any third parties from any litigation or claim arising from infringement brought against CLIENT with respect to the use of such elements furnished by CLIENT.

#### Limits of Liability

Due to the relatively newness of the Internet, policies, laws, taxes and tariffs may change. CLIENT agrees that CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will indemnify and hold harmless COMPANY and its subcontractors from any claim, suit, penalty, tax, or tariff arising from CLIENT's exercise of Internet electronic commerce.



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Because of the complexity of the internet and circumstances outside COMPANY's control, CLIENT agrees to indemnify and hold harmless COMPANY any CLIENT damages resulting from, or related to, unlawful internet activities that may effect CLIENT website that are beyond COMPANY's control.

COMPANY will not be held responsible for any CLIENT damages resulting from, or related to, any failure or delay in providing access to CLIENT's website under this agreement.

COMPANY does not guarantee or warrant that the functions contained in CLIENT's website will meet CLIENT's exact requirements. COMPANY is constrained by the limitations of the MSOLSB service. In no event will COMPANY be liable to CLIENT or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate CLIENT's website, even if COMPANY has been advised of the possibility of such damages.

If, at and time, CLIENT feels that COMPANY has performed improperly under this agreement, COMPANY will, at CLIENT's request, cancel this agreement.

CLIENT is fully responsible for any litigation due to participation in communications which are deemed threatening, obscene, defamatory or otherwise unlawful. A CLIENT partaking in these types of activities will have their service immediately canceled and will be held responsible for any losses, expenses, and time COMPANY incurs because of such actions.

**Website Creation Service Agreement Execution**

Client Name:	Company:  The MEED Center
Client Address:	Company Address:  1327 N Peak St, Dallas TX 75204
Client Signature:	Company Signature:
Date:	Date: