

MJ MEDIA Web Design and Development Agreement

Authorization: The client is engaging MJ Media as an independent contractor for the specific project of developing and/or improving a website. The website is to be installed on the client's web space on an Internet Service Provider's computer. The client hereby authorizes MJ Media to access this account, and authorizes the Internet Service Provider to allow MJ Media with "write permission" for the client's web page directory and any other directories or programs which need to be accessed for this project. The client hereby authorizes MJ Media to access any other relevant accounts for production purposes – i.e. PAYPAL, EBAY, etc...

Web Hosting: The client understands that any web hosting services may require a separate contract with the web hosting service.

Copyrights and Trademarks: The client represents to MJ Media and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MJ Media 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 MJ Media and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Copyright to Web Pages: Copyright to the finished assembled work of Web pages produced and submitted to the web by MJ Media is owned by the client upon final payment of this agreement. The client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to the source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. MJ Media retains the right to display graphics and other web design elements as examples of their work in respective portfolios.

Assignment of Project: MJ Media reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Post Placement Alterations: MJ Media cannot accept responsibility for any alterations made by third parties to the client's pages once placed. Such alterations include, but are not limited to, additions, modifications, or deletions.

Changes to Submitted Text with initial design & setup: Time required to make substantive changes to client-submitted text after the Web pages have been constructed will be additional, billed at the current hourly rate.

Refusal to Service: MJ Media reserves the right to refuse service for any material that the MJ Media feels are not legal, moral or in the best interest of MJ Media, MJ Media is not responsible for the content of any materials.

Errors and Omissions: MJ Media will use good faith to ensure pages authored by MJ Media are free of errors, however, MJ Media may not be held responsible for any errors that may arise in the course of authoring any pages. MJ Media does not accept any liability for losses or damages arising from errors within any page or if web search submissions are not accepted. It is the client's responsibility to proof their own pages for errors and inform MJ Media of those along with any changes in layout requested by the client. This process must begin immediately after the pages are posted to the web host for the client to view. MJ Media will correct minor text changes at no charge for 30 days from the date the site is posted to the web hosts server. After 30 days, changes will be charged at the current hourly rate.

Payment of Fees: Payment to MJ Media is due and payable on the following schedule. 50% of total due upon start of production; the remaining 50% balance due when the Web pages have been constructed according to the above listed written specifications. Advertising the

pages to web search engines occur only after the final payment is made. All payments will be made in US funds. Payments must be made promptly. Additional work beyond this estimate/order will be billed hourly or according to additional agreement. Delinquent bills will be assessed a \$10 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. MJ Media reserves the right to remove web pages 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 (including all attorneys' fees and court costs). This agreement becomes effective only when signed by MJ Media. 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

Cancellation: Either party may cancel this agreement upon written notification, however any charges incurred to the date of receipt of notification shall be immediately due and payable. Charges shall be for any work in progress, contracted services fees, or software purchases for the purpose to suit the client's needs.

Legal Notice: Notwithstanding anything to the contrary contained in this contract, MJ Media does not warrant that the functions contained in this web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of this web design project is with the Client. In no event will MJ Media be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if MJ Media has been advised of the possibility of such damages.

Other Legalities: The client is required to ensure that the content of their pages meets all the current US legislation regarding publications. The client shall further indemnify MJ Media in respect of any claims, costs or expenses that may arise from any material included in their pages authored or placed on their behalf by MJ Media.

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 MJ Media and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

Sole Agreement: The agreement contained in this document constitutes the sole agreement between MJ Media and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change in the estimate/order. All prices specified in this estimate/order will be honored for two (2) months. Continued services after that time will require a new agreement.

Completion Date: MJ Media and the client must work together to complete the website in a timely manner.

Initial Payment, Cancellation and Refund Policy: If the client halts work after this agreement is signed the initial down-payment will be returned less the amount due based on the current hourly rate for the work completed, or \$99.00, the greater of the two. Cancellation must be in writing and is effective upon receipt at MJ Media. Notice must be mailed or e-mailed to MJ Media. Work completed shall be billed the current hourly rate. If at the time of the cancellation work has been completed the client shall be liable to pay the entire contract

The user of this site agrees to the terms of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Organization/Business Name:	
Authorizing Signature:	
Date:	
	MJ MEDIA – Mark Johnson
Authorizing Signature:	JMJ