



# TERMS & CONDITIONS

what binds us

Our desire is to delight the client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

**1. Authorization.** The above-named client is engaging Manatt Web, LLC, a limited liability company, located at 16 Cherryhill Cove, Little Rock, 72211, as an independent contractor for the specific project of eBusiness consulting and/or the developing and/or improving a website to be installed either on ManattWeb hosting servers or on the client's web space on a web hosting service's computer. Unless otherwise agreed upon, this work will be completed at the hourly rate of \$150 (for-profit organizations) or \$100 (non-profit organizations).

Should the site be hosted with the client's hosting service, the client hereby authorizes Manatt Web, LLC to access hosting accounts, and authorizes the web hosting service to provide Manatt Web, LLC with "write permission" for the client's webpage directory and any other directories or programs which need to be accessed for this project. The client also authorizes Manatt Web, LLC to publicize their completed website to Web search engines, as well as other Web directories and indexes.

**2. Web Hosting.** The client understands that any web hosting services require a separate contract with a web hosting service, unless the client desires website hosting to be included in the agreement. If hosted elsewhere, the client agrees to select a web hosting service which allows Manatt Web, LLC full access to the website directory via FTP.

**3. Completion Date.** Manatt Web, LLC and the client must work together to complete the website in a timely manner. A completion date will be determined based on the scope of the work. Because each project is different, this date cannot be projected in advance. Once a date has been determined, the client agrees to supply all required content in a timely manner that would allow the completion date to be achieved. Any delay in the delivery of such content will release Manatt Web, LLC of any contractual obligation to have the project completed on the agreed upon date.

If the content is supplied after the cutoff date, a new completion date will be agreed upon between the client and Manatt Web, LLC. This date will be based on the original scope of work submitted. Any changes to the original scope will be estimated and added to the new completion date and be billed at the agreed upon hourly rate.

**4. Payment of Fees.** Fees to Manatt Web, LLC are due and payable on the following schedule: Unless otherwise agreed upon, an initial payment of two hours (based on above rate) is payable immediately per the invoice sent upon completion of this contract. This money will be act as a retainer and be credited from the final project invoice.

An invoice will be submitted every month that includes all work done to date. The total amount due is payable upon receipt. In the event that the project is extends beyond the first month, additional invoices will be sent every month until the project is complete. Manatt Web, LLC reserves the right to develop a customized payment schedule with the client that supersedes the monthly schedule.

**5. Assignment of Project.** Manatt Web, LLC reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. All subcontractors will be managed by Manatt Web, LLC.

**6. Legal Stuff.** Manatt Web, LLC does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. In no event will Manatt Web, LLC be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if Manatt Web, LLC has been advised of the possibility of such damages. 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.

**7. Copyrights and Trademarks.** The client represents to Manatt Web, LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Manatt Web, LLC for inclusion in webpages 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 Manatt Web, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

**8. 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 Manatt Web, LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**9. Copyright to Webpages.** Copyright to the finished assembled work of webpages produced by Manatt Web, LLC is maintained by Manatt Web, LLC. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. 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. Manatt Web, LLC and any subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

Any assets provided to Manatt Web, LLC by the client remain the property of the client and copyright will be maintained by the client unless expressly noted otherwise.

**10. Payment of fees.** In order for Manatt Web, LLC to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 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 week of delinquency. Manatt Web, LLC reserves the right to remove webpages 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. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Pulaski County, Arkansas, and any dispute will be litigated or arbitrated in Pulaski County, Arkansas. Please pay on time.

**11. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between Manatt Web, LLC and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

**12. Initial Payment and Refund Policy.** This agreement begins with an initial payment of the retainer invoice. If the client halts work and applies by registered letter for a refund within 30 days, to Manatt Web, LLC, 16 Cherryhill Cove, Little Rock, AR 72211, phone (501) 351-2358, work completed shall be billed at the hourly rate agreed upon, and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the

initial payment, the client shall be liable to pay for all work completed at the hourly rate agreed upon. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

This contract is executed when the client agrees to the terms herein when filling out the "Get Started" form on the MANATTWeb.com website.

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