

## Web Site Maintenance Agreement

This agreement is by and between John Doe Company hereafter "The Client" and Boom Visibility, hereafter "The Company".

"The Client" is contracting "The Company" as a provider of web site maintenance services. Services not considered 'standard website maintenance' are subject to be charged at a regular hourly rate of \$85, and will not be considered part of this contract.

### ***What IS included in this agreement:***

1. Edit, revise, update or create new textual content on existing pages based on "The Client" request.
2. Consultation, and guidance on the use of the web site.
3. Maintain a full backup of web site through the duration of this contract. This backup will be delivered in full to client on closing of this contract.
4. Assist in the creation of marketing materials such as custom email or banner advertisements. Marketing materials must be based on current site design only; new designs are not included in this contract.

### ***What is NOT included in this agreement:***

1. Web site redesign, re-alignment or re-development
2. Search engine optimization services
3. CMS design or integration including but not limited to blogs, shopping carts and web forums. These require a separate design agreement.

### ***Total Agreement:***

"The Company" shall provide "The Client" with minor updates to the web site for a period of 12 months within this contract. After that time a new agreement must be drawn up.

During the duration of this contract, the "The Client" agrees that the "The Company" will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If a party other than the "The Company" makes changes to the web site any errors that are created, that must be repaired will be charged for at the hourly rate specified above.

### ***Compensation***

"The Client" agrees to compensate "The Company" on the 1st day of each month via PayPal, or check for the amount specified in the following retainer options:

-up to 2 hours per month - \$150 (\$75 per hour)

-additional maintenance - (\$75 per hour)

In the event "The Client" fails to adhere to the schedule of payment referenced by the deadline set forth, "The Company" retains the rights, but are not obligated, to pursue any or all of the following remedies:

1. terminate the Agreement
2. immediately stop all works-in-progress or remove unpaid for material
3. bring legal action

### ***Deadlines & Deliverables:***

"The Company" will respond to all maintenance requests from "The Client" within 48 hours on weekdays and 72 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the

request. Maintenance requests received after 3:00pm EST may not be completed until the next business day unless prior arrangements have been made.

"The Company" will adhere to all quoted deadlines for the deliverables in the maintenance requests at all possible costs. In the event that "The Company" has any issues in delivering on a quoted deadline, "The Client" will be notified via email or telephone the reasoning for any change.

### ***Additional Services:***

Any revisions, additions or redesign "The Client" requests "The Company" to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. "The Company" shall advise "The Client" on any requested work that falls within these bounds.

### ***Authorization:***

"The Client" hereby authorizes "The Company" to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write permissions' are in place on said hosting provider.

### ***Termination:***

"The Client" may cancel this website maintenance agreement at any time, by providing one month's written notice, provided that payment is up-to-date. A pro-rata refund will be given for any unused period of the advance payment.

"The Company" reserves the right cancel this website maintenance agreement at any time, for any reason, without prior notification and will provide a cancellation notice either electronically or in writing sent to the address of record.

### ***Legal:***

"The Client" and "The Company" are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither "The Client" nor "The Company" has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania applicable therein.

**The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.**

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Company: \_\_\_\_\_ Date \_\_\_\_\_