***Webmaster Content Agreement***

This Agreement is made effective as of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_ 2010, by and between ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***, and
**New Age Designs**, of 2138 Fifth Street, Lincoln, California 95648.

In this Agreement, the party who is contracting to receive services shall be referred to as “\_\_\_\_\_\_\_\_\_", and the party who will be providing the services shall be referred to as "N.A.D."

N.A.D. has a background in Design, Updates, Secure transactions and Hosting and is willing to provide services to \_\_\_\_\_\_\_\_\_ based on this background. For current WWW examples please refer to our Web site at http://www.newagedesigns.com and choose the ‘Client’ button. \_\_\_\_\_\_\_\_ desires to have services provided by N.A.D. Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.**  Beginning on \_\_\_\_\_\_\_\_\_\_\_, 2010 N.A.D. will provide the following services, (collectively, the "Services"): Provide an Internet Web Site that N.A.D. will: (1) design and implement a custom copyrighted web site per the clients input (context, pictures, color themes…) within a reasonable amount of time. Site content is preferred via email or fax for clarity of communication. (2) N.A.D. will maintain the sites upkeep performing services such as: record keeping of site visits, reporting of site hits and renewal of site content per this agreement. Additional services beyond the scope of this agreement (all marketing, e-marketing, META tags, search engine placement, BLOGS and the like) if requested will be billed at the minimum hourly wage of $175.00. ‘Rush’ (defined as 8hrs or less and through no fault of N.A.D.) work including postings to your existing site start at $225.00/hr. Please see Exhibit B for pricing/content details of our different flat rate levels of service. Hosting of your site is an option that we will facilitate with your approval with our Partner, Verio/NTT, which includes basic services up to, and including secure sites with e-commerce capabilities. As a note for N.A.D. to compile web site hits/summaries and suggestions for \_\_\_\_\_\_\_ they must be on the supported N.A.D. Web server.

**2. PAYMENT.** \_\_\_\_\_\_\_\_\_ will pay a one time start-up fee (see Exhibit B) to N.A.D. for the Services in the amount of $\_\_\_\_\_\_\_. 00. This deposit based upon the total startup costs shall be payable 1/2 on signature of this contract and 1/2 upon completion of initial contract after review on-line by \_\_\_\_\_\_\_\_\_.

Invoicing will be on a quarterly basis and billed on: January 2, April 2, July 2, and October 2 of each year and due upon receipt of the invoice via email. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that N.A.D. shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which N.A.D. has not yet been paid.

1. **TERM/TERMINATION.**  This Agreement may be terminated by either party upon 45 days written notice to the other party or by example listed below;
2. \_\_\_\_\_\_\_\_\_\_ Making or permitting any alteration of the said licensed program, as outlined in this contract, without the prior agreement of N.A.D., further N.A.D. shall not be required to make any changes to the program by a third party.
3. Refusals of \_\_\_\_\_\_\_\_\_\_ to reasonably cooperate with N.A.D., as determined by N.A.D.
4. Any invoice that remains unpaid 31 days or longer will result in your WWW site home page replaced with a generic “under reconstruction” page. After 46 days the WWW site will be taken off-line which will also suspend all email. A $100.00 restoration fee will be paid to N.A.D. with all other over due invoices to bring the WWW site back on-line. There is no guarantee lost email messages can be recovered after the 46th day. Additionally N.A.D. will assume no liability for stoppages or loss of revenue while the said WWW site is off-line due to lack of payment on this agreement.

 **4. RELATIONSHIP OF PARTIES.** The parties understand that N.A.D. is an independent contractor with respect to \_\_\_\_\_\_\_\_\_\_, and not an employee of \_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_ will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of N.A.D.

 **5. SUPPORT SERVICES.** \_\_\_\_\_\_\_ will not provide support services, including office space and secretarial services, for the benefit of N.A.D.

 **6. EMPLOYEES.**  The provisions of this Agreement shall also bind N.A.D’s employees who perform services for \_\_\_\_\_\_\_\_\_\_ under this Agreement.

 **7. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

 *a. Consultant’s Intellectual Property.* N.A.D. personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

 *b. Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by N.A.D. (or N.A.D. 's employees) during the term of this Agreement shall be the property of N.A.D., subject to rights to acquire such Intellectual Property on terms agreeable to N.A.D. and \_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_ will not acquire shop rights or an interest in any way in such Intellectual Property by virtue of the development, experimentation, or adaptation for manufacture, sale, or use.

 **8. CONFIDENTIALITY.**  N.A.D. recognizes that \_\_\_\_\_\_\_\_\_\_ has and will have the following information:

- Products

 - Prices

 - Costs

 - Discounts

 - Future plans

 - Business affairs

 - Process information

 - Trade secrets

 - Technical information

 - Customer lists

 - Product design information

 - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and other proprietary information (collectively, "Information"), which are valuable, special and unique assets of \_\_\_\_\_\_\_\_\_\_. N.A.D. agrees that N.A.D. will not at any time or in any manner, either directly or indirectly, use any Information for N.A.D. 's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of \_\_\_\_\_\_\_\_\_\_. N.A.D. will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement. All ‘published’ information on a public website is excluded from exclusive confidentiality by N.A.D.

**9. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**10. RETURN OF RECORDS.**  Upon termination of this Agreement *and with a written request by* \_\_\_\_\_\_\_\_\_\_, N.A.D. shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in N.A.D.’s possession or under N.A.D.’s control and that are \_\_\_\_\_\_\_\_\_\_’s property or relate to \_\_\_\_\_\_\_\_’s business. Upon termination of the contract and written request N.A.D. shall surrender all copyrighted software programming code (see exhibit A) developed by N.A.D. to \_\_\_\_\_\_\_\_\_\_. For this \_\_\_\_\_\_\_\_\_\_ agrees to pay N.A.D. the standard rate in the software industry for the complete source code and documents of four times the final contact amount on the date final termination of the contract takes effect, which will give \_\_\_\_\_\_\_\_\_\_\_ the ability to publish the existing website immediately on a different Internet server of \_\_\_\_\_\_\_\_\_\_\_ choosing.

 **11. NOTICES.**  All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, via FAX, E-Mail or postage prepaid, addressed as follows:

 IF for \_\_\_\_\_\_\_\_\_\_:

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

Your Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Web Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address line 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAX #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 IF for N.A.D.:

New Age Designs

David McCreary

President

2138 Fifth Street

Lincoln, California 95648-2717

FAX: 916.645.3362

E-Mail:info@newagedesigns.com

Either party may change such address from time to time by providing written notice or verified email to the other in the manner set forth above.

 **12. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**13. DAMAGE OR LOSS OF INCOME OR PROFITS.** NAD or our partners will not be held liable for any damages or loss of income or profits resulting from:
 a. The use of its service by you or a third party;
 b. Service interruptions caused by its own negligence, or your negligence, or any other errors or omissions;
 c. Service interruptions caused by acts of nature or act of God, or power or line failures; or
 d. Any loss of data/files, caused by delays, non-deliveries or wrong deliveries.
NAD is not responsible for the content, accuracy or quality of information obtained through its service, or information hosted on its web servers.

**14. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed and dated by both parties. Fax copies are acceptable with original wet signatures of this document.

**15. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17. APPLICABLE LAW.**  The laws of the State of California shall govern this Agreement. Venue for resolution of any dispute shall be in the County or Circuit Courts of Placer County. Attorney’s Fees and Expenses Should any legal action be instituted to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover reasonable attorney’s fees and expenses incurred at both the trial and appellate levels.

Party receiving services:

\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 (printed)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Party providing services:

 New Age Designs.com

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 David W. McCreary

 President



**DESCRIPTION OF INFO STATEMENT.**  In able for Internet search engines such as www.google.com to automatically find and index your website, we need to include up to 25O searchable words. Expect up to 3 weeks for your first site to be indexed by Google.

*Locations/services/unique/yellow page listing headers as an example…*

*================================* ***EXHIBIT A*** ==================================

Intellectual Property

 All HTML/HTM/XML/ASP/ASF/MOV/Flash/Swish/E-commerce and all other code types, custom designs/logos/themes used within the sites including but limited to; gif’s, jpeg’s, animation, vrml, secure connections, custom source code and shopping carts. We reserve the right to trademark all original works with our ® (N.A.D. banner)

*================================ EXHIBIT B ===============================*

The flat rate contract price shall be as follows based upon how many web pages are created and of which type. Once a ‘page’ has been made, you will never pay for it again, these are 1 time costs to start your new site. Use the brackets below each of the items to determine quantity of each. Logo and theme designs are on an hourly basis. Please contact David McCreary if you have Logo design needs and we will address your needs.

**Standard web page design**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **\*Home Page(s)** | **\*Additional Pages** | **E-Mail Reply Forms** | **Links & E-Mail** | **Printed pages in PDF format** | **Picture Scanning** | **Animated banners up to 3 images** |
| $250.00 | $200.00 | $30.00 | Free - PDFs Included  | $60 per page additional  | Included | $75 per ‘event’ |

#  ( ) ( ) ( ) ( ) ( ) # of pages

**Flash and interactive content**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Logo/ Ad Banner** | **5 seconds** | **Intro Page** | **1 Minute** | **Music loops** | **Pictures and Scanning** | **Updates for Flash** |
| $350.00 and up | 200 frames | $500.00 and up | Up to 1000 frames | Std. $75.00 /hr. w/ your tracks | Not Included, must be photo ready. All additional work at min $100.00/hr | Std. $100.00 /hr |

#  ( ) ( ) ( ) # of animations

**Secure Online shopping cart**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **\*First Secure Page** | **\* Additional Secure Pages(s)** | **1-10 items** | **Additional shopping cart items per each, 10 per total per page** | **Picture Scanning** |
| $350.00 | $300.00 | Included | $55.00 | Included |

#  ( ) ( ) ( ) # of pages

# *=================================EXHIBIT C ==============================*

*Updates are completed as requested. From a single line change to every word and picture on the page, it is all the same flat rate. We encourage you to update your sites content at least on a quarterly basis. Typically after the second billing cycle, the quarterly rate will be the same each quarter unless you add additional items from exhibit B, this will be your flat rate update costs for your website, four times a year. This allows you to have a fixed budget cost for your site.*

|  |  |  |
| --- | --- | --- |
| **Transitional page support** | **Semi-Static page support** |  Bi-Annual Static support |
| $75.00 Qtr. ***per page\**** | $25.00 Qtr. ***per page\**** | $10.00 every 6 months ***per page\**** |
| Min. 3 Updates a quarter w/ client material (Monthly) | 1 Update a quarter w/ client material (Quarterly) |  2 updates a year total, NAD  determines which qualify (Every 6 months) |  |

|  |  |  |
| --- | --- | --- |
| **1-10 Items updated** | **11-100 Items updated** |  **100 or more items updated** |
| $140.00 ***per page*** | $280.00 ***per page*** | $350.00 ***per page*** |
| 3 Updates a quarter w/ client material | 3 Updates a quarter w/ client material | 3 Updates a quarter w/ client material |  |

\*A page is defined as 8½x11, portrait printed in the current version of Internet Explorer with ½” margins and unlimited content. New pages will be determined by 1/3rd’s, first 1/3rd is free, 2nd third determines a new page, within reason, N.A.D. has final determination.

\*\* Additional support levels and hosting levels of Secure E-commerce are also available, 10-100 items and unlimited shopping cart items are available upon request. Client will be responsible for all banking relationships.

===========================***EXHIBIT D*** =========================

### HOSTING and Email Solutions

|  |
| --- |
|  |
| Plan Name | **Total disk space for site storage/ transfer in MB/****Reports for WWW site** | **Email** **# of emails/****# of forwards/****# of responders** | **Up time percentage guaranteed / Secure Status** | **Tech support hours, misc.** | ***1 time setup fee &* Cost per Quarter** |
| *Windows Basic* | 100 MB / 2000MB monthBackroom access | 10 standard  | 99% uptime / non-secure single location server | Online support | ***$50 setup&*** $30.00 qtr($10.00 mo.) |
| *UNIX Basic* | 200 MB / 5000MB monthUrchin site stats on demand | 50 standard / 50 forwards / 50 auto responders | 99% uptime / non-secure. Bi-coastal mirrored servers  | 24/7/365 site manager and network status7am-6pm PST | ***$100.00 setup*** & $105.00 qtr.($35.00 mo) |
| **Expanded** | 500MB/5000MB month/ Urchin site stats on demand | 100 standard / unlimited forwards / 50 auto responders | 99.9% uptime / SSL secure support (i.e. email form replies) | 24/7/365 site manager and network status7am-6pm PST | ***$125.00*** & $150.00 qtr. ($50.00 mo) |
| *E-Commerce and Shopping Carts\*\** |
| **Plan Name** | Hosting Plan | **Number of Products** | **Payment processing** | **Security** | **Order Notify/Delivery**  | ***1 time setup fee* & Cost per Quarter** |
| SOHO | Basic | 10 | Secure gateway – 128bit SSL | Payment information encrypted, SSL | Email customer.Email merchant / Secure tracking number | ***$200.00*** & $180.00 qtr.($60.00 mo) |
| StoreFront | Expanded | 100 | Secure gateway – 128bit SSL | Payment information encrypted, SSL | Email customer.Email merchant / Secure tracking number | ***$200.00*** & $250.00 qtr.($83.00 mo) |

***Pricing and budget worksheet table:***

|  |  |  |  |
| --- | --- | --- | --- |
| **Description of Services** | **Cost** | **Total** |  **F.Y.I. Budgeting**  |
|  **# of Homepages** *(1 time cost)* | **x $250.00** | **= $** | ($75/$25) quarterly |
|  **# of Supporting pages** *(1 time cost)* | **x $200.00** | **= $** | ($75/$25) quarterly |
|  **# of Email reply forms** *(1 time cost)* | **x $30.00** | **= $** | No charge |
|  **# of PDF forms (level 1)** *(each)* | **x $60.00** | **= $** | Per creation |
|  **# of secure shopping cart items** *(1 time cost)* |  | **= $** | ($140 -$350) quarter |
|  **# of other (level 2)** *(1 time cost)* |  | **= $** | $100/ hr. to change |
|  **Other services (logo or theme designs per hr.)** | **$100.00** |  |  |
| **1 time cost for host setup** *($100/$125 or $200)* |  | **= $** | No charge |
| **Cost of first quarters hosting *($30/105/150/180/250)*** |  | **= $** |  Quarterly rate |
| 1 time cost to register new URL *(if required)* $35x# = # yrs | **= $** |
| Total Start up costs (to be inserted in section 2 of contract) | **$ .00** |