

Website Maintenance Agreement

This agreement is by and between _____ hereafter "Client" and _____, hereafter "Consultant". "Client" is contracting "Consultant" 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 \$_____, 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 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.
5. Other: _____

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.
4. Other: _____

Total Agreement:

Consultant shall provide Client with minor updates to the web site for a period of _____ within this contract. After that time a new agreement must be drawn up. Minor updates should not exceed more than 45% of the content on any single site page.

During the duration of this contract, the Client agrees that Consultant 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 Consultant 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:

Client agrees to compensate Consultant on the ___ day of each month via PayPal, Google Checkout, credit card or check for the amount specified in the following retainer options:

___ 4 hours per month - \$_____ (\$___ per hour)

___ 8 hours per month - \$_____ (\$___ per hour)

___ customized maintenance - \$_____ (\$___ per hour)

___ Custom: _____

In the event Client fails to adhere to the schedule of payment referenced by the deadline set forth, Consultant 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

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Deadlines & Deliverables:

Consultant will respond to all maintenance requests from Client within ___ hours on weekdays and ___ 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 PST may not be completed until the next business day unless prior arrangements have been made.

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

Additional Services:

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

Authorization:

Client hereby authorizes Consultant 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:

Client may cancel this website maintenance agreement at any time, by providing 30 days written notice, provided that payment is up-to-date. A pro-rata refund will be given for any unused period of the advance payment.

Consultant 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:

Client and Consultant 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 Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other. This Agreement shall be binding on, and inure to the benefit of, the parties' heirs, successors, assigns, and personal representatives. Regardless of the place of signing, this contract was entered into in Victorville, California, and any dispute will be litigated, arbitrated, or mediated in Victorville, California. This Agreement shall be governed by the laws of the State of California.

Signatures. Both the company and the consultant agree to the above contract. Witnessed by:

CLIENT

_____ Date: _____

CONSULTANT

_____ Date: _____