



<http://www.StreamTeam.com>

STREAMTEAM.COM Web Site Design Project Contract

Client Information:

Customer Name

Customer Address
re: **website name**

1. Authorization- The above-named Client (hereinafter referred to as "Client") is engaging StreamTeam.com. (hereinafter referred to as "StreamTeam"), as an independent contractor for the specific purpose of designing a World Wide Web site (hereinafter referred to as "Web Design Project") to be published on the Client's account on an Internet Service Provider(ISP)/Web Presence Provider(WPP) computer, hereinafter refer to as "Hosting Service", or provided on diskette at the Client's option. The Client hereby authorizes StreamTeam. to access this account, and authorizes the Hosting Service to provide StreamTeam and its employees with "full access" to the Client's account, and any other programs needed for this Web Design Project that are included as part of the Client's service agreement/level. The Client also authorizes StreamTeam to submit the completed Web Design Project to major Web Search Engines.

2. Development- This Web Design Project will be developed using one or more of the following: HTML, Java, JavaScript, VBScript, ASP, SQL, Macromedia Flash , Director .

*** Browser Compatibility -** Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. StreamTeam represents and warrants that the web site we design for you will work in:

- * The latest Microsoft® Internet Explorer version**
- * The latest Netscape Navigator/Communicator Version**

While StreamTeam will make reasonable efforts to design a fully-functional web site, StreamTeam's warranty *does not* cover AOL, text-based browsers or requested special effects that we have advised you against.

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3. **Assignment of Web Design Project-** StreamTeam reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project without prior approval to insure that the terms of this agreement are met as well as on-time completion.

4. **Copyrights and Trademarks-** The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to StreamTeam for inclusion in the Web Design Project 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, indemnify and defend StreamTeam and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. **Web Site Maintenance-** This agreement allows for minor web site maintenance to pages over a 6 month period, up to an average of one half hour per regular web page, including updating links and making minor changes to a sentence or paragraph. It does not include replacing nearly all the text from a page with new text, major page reconstruction, new pages, guestbook's, discussion forums, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette. The period of 6 months begins on the date the Client's web design site is available to be published to Client's hosting service or 30 days from the date this agreement was signed, which ever comes first. If the Client's web design package includes database access using Active Server Pages (ASP), then very minor page code changes will be accepted under this web site maintenance plan, major page code and/or database structural changes will be charged at then hourly rates. A retainer package with reduced hourly rates will be available upon request at a monthly fee for those foreseeing regular source code changes pending approval.

6. **Completion Date-** StreamTeam and the Client must work together to complete the Web Design Project in a timely manner. We agree to work expeditiously to complete the Web Design Project no later than 60 days after Client has submitted all necessary materials. If the Client does not supply StreamTeam with complete text and graphics content for this Web Design Project within 45 days of the effective date this agreement, the entire deposit amount of the agreement shall be retained by StreamTeam as liquidated damages and the contract shall become null and void, at StreamTeam's option, unless the Web Design Project is cancelled in writing by the Client prior to 45 days of the effective date of the agreement.

7. **Project Delivery-** The final web site design project will be published upon receipt of final payment or delivered via diskette upon the receipt of full payment. The Client agrees to select a hosting service (preferably StreamTeam) which allows StreamTeam full access to the Client's account via FTP and remote access software. The Client will be solely responsible for any and all hosting service charges.

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8. Electronic Commerce Laws- The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and StreamTeam and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

9. Web Design Project Copyright- Copyright to all source code used on the finished web design site produced by StreamTeam will be owned by StreamTeam. The Client will be assigned rights to use the Web Design Project as a web site, once final payment under this agreement and any additional charges incurred have been paid. Rights to custom photos, custom graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. StreamTeam and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. All Web Design Projects will contain a copyright/legal statement with a link to StreamTeam' Design Services Web Site. Proprietary material will of course remain property of the owner's such as pre existing logos or promotional material etc.

10. Payments- Payments must be made promptly based on the terms of this Web Site Design Project. StreamTeam reserves the right to remove any Web Design Project from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective only when signed by StreamTeam. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this agreement was entered into in the City of Rochester, New York, and any dispute will be litigated or arbitrated in Rochester, NY and the Client hereby consents to the personal jurisdiction of the New York State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. In the case of declaring bankruptcy, client must pay any outstanding fees for complete work owed to StreamTeam. Adding of Meta Tags (Description and Keywords) and the submission of the Web Design Project to Web search engines and updating occur only after the full final payment is made. All payments will be made in U.S. Dollars.

11. Payment Schedule- Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and Attachment A, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and StreamTeam agree that the services described in this contract, and Attachment A, shall be completed for \$x,xxx. The Client agrees to pay to StreamTeam an initial, non-refundable deposit of at least \$x,xxx (normally, 33.3% of the estimated total) upon execution of this agreement. A second payment of \$x,xxx is due upon design approval. The final payment is due prior to publication and/or delivery of the Web Site Design Project. All amounts must be in U.S. Dollars. Increase in scope resulting in an increase in development cost will require an amount be paid to StreamTeam to re-establish 66.6% of down payment at time of quote modification.

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12. Legal Notice- Notwithstanding anything to the contrary contained in this contract, neither StreamTeam nor any of its employees or agents, warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Web Design Project *after* demonstration and testing is with the Client. In no event will StreamTeam 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, alterations made by the Client 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.

13. This Agreement- This agreement constitutes the sole agreement between StreamTeam and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and StreamTeam. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require a new agreement.

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The undersigned hereby agree to the terms, conditions and stipulations 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.

AGREED TO:

Client

By _____ **Date** _____

Name:

Title:

Address:

STREAMTEAM.com

By _____

Ken Schwenker

Date _____

**Authorized Representative
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