

18.) Initial Payment and Refund Policy.

The total amount of this contract is \$_____

This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 30 days, to the CEO North Star Productions, 700 University Lane, Suite 312, Batavia, Ohio, 45103-2736, telephone (513) 735 - 4271, work completed shall be billed at the hourly rate stated above, 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 stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

19.) TERM OF CONTRACT

This contract shall be valid for a period of one (1) year from the date of its signing. A renewal contract shall be required for each continuing year.

20.) Web Site Updates:

After the six month period has expired. The fee for updates is set at \$25.00 per update.

20a.) Restrictions:

- a.) Not to exceed two (2) full pages. Additional pages at \$10.00 per page.
- b.) Not exceed four new products. Additional products at \$5.00 each.

21.) Security:

For the protection of North Star Productions copyrighted work and to prevent client caused errors North Star Productions will not release the password to your web site. Should you decide to leave North Star Productions a written letter thirty days in advance is required and your password will then released to you.

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

On behalf of the client (authorized signature):

Date:

On behalf of North Star Productions (authorized signature)

Date:

13.) Copyrights and Trademarks.

The client represents to North Star Productions and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to North Star Productions for inclusion in web pages 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 North Star Productions and its Subsidiaries from any claim or suit arising from the use of such elements furnished by the client.

14.) 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 North Star Productions and its subsidiaries from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

15.) Copyright to Web Pages.

Copyright to the finished assembled work of web pages produced by North Star Productions is owned by North Star Productions. 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. North Star Productions and its subsidiaries retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. North Star Productions and its subsidiaries retain the right to display logos for the creating company on the main page of each web site.

Warning: Violators will be prosecuted to the fullest extent of the law.

16.) Payment of fees.

In order for North Star Productions to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15.00 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 month of delinquency. North Star Productions reserves the right to remove web pages 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. This agreement becomes effective only when signed by North Star Productions. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Clermont County, Ohio, and any dispute will be litigated or arbitrated in Clermont County, Ohio. Please pay on time.

17.) Sole Agreement.

The agreement contained in this "Website Design Contract" constitutes the sole agreement between North Star Productions 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 contract.

08.) Web Hosts.

North Star Production currently utilizes only two Web Hosting companies:

- a.) Doteasy.com with an annual fee starting at \$25.00 USD.
A Canadian based company.
- b.) Tripod/Lycos.com 'free' or with a \$4.95 monthly fee.
Recommended only if you cannot afford Doteasy.com.

09.) Completion Date.

North Star Production and the client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than

If the client does not supply North Star Production complete text and graphics content all web pages contracted for within two weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the client has not submitted complete text and graphics content within two weeks after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

10.) Payment of Fees.

Fees to North Star Productions are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$500.00, the total amount shall be paid upon signing this contract.

In case the client has not authorized Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to the client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. A more comprehensive submission program may be obtained the client at the client's expense. All payments will be made in U. S. funds.

11.) Assignment of Project.

North Star Productions reserves the right to assign subsidiaries to this project to insure the right fit for the job as well as on-time completion. All North Star Productions subsidiaries are equally bound and protected by this contract.

Subsidiaries of North Star Productions are:

- a.) White Owl Productions
- b.) Golden Eagle Productions

12.) Legal.

North Star Productions does not warrant that the functions contained in these web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will North Star Productions 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 web pages or website, even if North Star Productions 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.

03.) Continued

Graphics or photos beyond the allowed average of two (2) per webpage shall be billed at an additional \$5.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate of \$15.00. The store size and additional services, and prices of each are detailed on the attached estimate.

04.) E-commerce Online stores.

The text and graphic content of the web pages will be supplied by the client and executed as specified by the client in the "webpage Planning Worksheet" dated _____. and the Store Planning Worksheet dated _____.

It is understood that total prices calculated below are likely to vary from the final amount due to different quantities of products, categories, photos, regular pages, etc. in the final store.

An Estimate from North Star Productions dated _____ is attached to this document and governs the prices for this contract. Notwithstanding any prices listed in literature or on web pages, the client and North Star

Productions agree that the services described above in this section shall be completed for \$_____ and upon this amount the first payment shall be determined. The final payment shall reflect and include all elements actually completed at the prices attached.

We include e-mail/telephone consultation of up to two (2) hours total general Internet orientation education, marketing strategy, Web design consultation, and helping clients learn to use the store software. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate.

Product web pages, products, or photos added after the store is ready for advertising to the Web search engines will be calculated for actual time spent at the hourly rate of \$15.00.

05.) Maintenance and Hourly Rate.

This agreement includes minor webpage maintenance to regular web pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text.

If the client or an agent other than North Star Productions attempts updating the client's pages, time to repair web pages will be assessed at the hourly rate of \$35.00, and is not included as part of the updating time. The six-month maintenance period commences upon the date the client signs this contract. This may be extended under a separate Maintenance contract.

Changes requested by the client beyond those limits will be billed at the hourly rate of \$15.00. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages, databases in an online store, and art, photo, and graphics services.

06.) Changes to Submitted Text.

Please send us your final text. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate of \$15.00.

07.) Web Hosting.

The client understands that any web hosting services require a separate contract with a web hosting service. The client agrees to select a web hosting service which allows North Star Productions full access to the website and a cgi-bin directory via FTP and telnet.

01.) Authorization.

The above-named client is engaging North Star Productions, a sole proprietor, located at 700 University Lane, Suite 312, Batavia, Ohio 45103-2736 as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes North Star Productions to access this account, and authorizes the web hosting service to provide North Star Productions with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes North Star Productions to publicize their completed website to Web search engines, as well as other Web directories and indexes. There is no charge for this service. A more comprehensive submission program may be obtained the client at the client's expense.

02.) Standard Website Package Elements.

North Star Productions includes the following elements in their Standard Website Packages:

E-mail/telephone consultation (Up to 2 hours total general Internet orientation education, marketing strategy, Web design consultation. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of \$15.00.

Words of text supplied by the client 200 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting. Links to external pages, up to an average of two (2) per page.

02a.) Custom Graphics Package.

Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.

Photos and other miscellaneous graphic images supplied by client (up to an average of 2 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic.

Installation of web pages on the web hosting service.

Minor updates and changes to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate of \$15.00. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.

Site publicity to at least a dozen major Web search engines, such as Yahoo, AltaVista, InfoSeek, WebCrawler, Lycos, HotBot, etc. A more comprehensive submission program may be obtained the client at the client's expense.

E-mail response link on each webpage to any e-mail address the client designates. With hosting on Doteasy.com the client will have a total of ten e-mail boxes.

Feedback or Guest Book form supplied by Bravenet.com and/or Doteasy.com. Not included in the package price for sites smaller than 3 pages. This is not included in online stores, since the shopping cart software is a functional equivalent.

03.) Personal Standard Website Packages.

The content of the web pages will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to four (4) web pages. In case the client desires additional standard web pages beyond the original number of pages specified above, the client agrees to pay North Star Productions an additional \$10.00 for each additional webpage.

NORTH STAR PRODUCTIONS

700 UNIVERSITY LANE
SUITE 312
BATAVIA, OHIO 45103-2736
(513) 735 - 4271 (513) 520 - 9609

Web Site Design Contract

Date contract written:

Contact Full Name:

Telephone:

Cell:

FAX:

Company/Organization:

Address:

Address 2:

City:

State:

ZIP+4:

Country: USA

E-mail address:

Present WWW URL:

Username:

Password: *Withheld

North Star Productions caters to the small business providing cutting edge website designs for the fast moving business world. We enter into each and every project with open ears and an open mind. We listen to you, to your ideas, and equate your expectations into a viable web presence that not only accentuates your company's identity, but also takes it to the next level

However, our commitment to you doesn't stop there!

We optimize every site we build for basic search engine placement. This ensures that your site is out there for the world to see. We also monitor your site's traffic, and report its monthly progress to you via email.

We also place a huge emphasis on functionality and usability. A great looking website is only as good as the users' (your customers) ability to navigate the site effectively and with the greatest of ease.

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: *Passwords are withheld for the protection of our work.