

Website Development Agreement

Billing Information:

Company Name: _____ Contact Name: _____
 Billing Address: _____
 City: _____ State: _____ Zip: _____ Phone: _____
 Email Address _____ Fax: _____

Standard Package includes:

- Registration of unique url • Website hosting and registration with
 i.e. www.johnsplumbing.com Google, Bing, Ask, Yelp, Yahoo, and Alta Vista
- Website creation and design • Site optimization to ensure traffic
- Live technical support ensuring your email is up and running

Standard Package – \$750/year

Up to 5 page website with unlimited images • Up to 6 content changes per year by VPLLC
 5 email addresses for your business i.e. john@johnsplumbing.com

Item		Rate

Email Addresses: _____

Website Name Preferences: _____

Total Annual Rate	
Less	
NET DUE	

Payment Method:

Credit Card Check *(enclosed)*
 Check #: _____
 Amount: \$ _____

I hereby warrant that I have read the contract conditions and that I have full power and authority to sign for the above named firm:

Customer Signature _____ Date: _____
 Name (Print): _____ Title _____
 Publisher's Representative: _____

TERMS AND CONDITIONS

- 1) **ACCEPTANCE.** This Application shall become a legally binding Contract when signed by the APPLICANT (or Applicant's agent) and accepted by VERNON PUBLICATIONS LLC in writing. Furthermore, the Contract shall be binding upon the Applicant's heirs, successors and assigns. This Application constitutes the entire agreement between the APPLICANT and VERNON PUBLICATIONS LLC, and VERNON PUBLICATIONS LLC will not be bound by any agreement which is not expressed herein.
- 2) **TERM.** The term of this Agreement shall commence on date of contract acceptance by VERNON PUBLICATIONS LLC and shall continue for a period of one (1) year. At the end of the Term, this agreement shall automatically extend for an additional one (1) year term, unless either party provides written notice to the other party of its desire to terminate the agreement at least thirty (30) days prior to the expiration of any one (1) year term. This agreement may also be terminated by VERNON PUBLICATIONS LLC if APPLICANT (a) ceases to conduct business in the normal course, becomes insolvent, enters into a suspension of payments, moratorium, reorganization or bankruptcy.
- 3) **BILLING.** Billing to commence thirty (30) days after contract acceptance.
- 4) **PAYMENT.** Upon acceptance by VERNON PUBLICATIONS LLC, the APPLICANT agrees to pay to VERNON PUBLICATIONS LLC in full (unless otherwise specified) the charge for each item specified on the face side of this Application. APPLICANT agrees to pay a finance charge of eighteen percent (18%) per year on any balance which remains unpaid for a period of thirty (30) days or more.
- 5) **CANCELLATION.** APPLICANT may cancel the Application and Contract by giving written notice to VERNON PUBLICATIONS LLC within 72 hours of acceptance by VERNON PUBLICATIONS LLC of this Application. Cancellation will result in a cancellation fee of at least thirty-three percent (33%) of the total charge, once APPLICANT'S domain name is purchased or work has begun on APPLICANT'S website design, whichever comes first.
- 6) **LIMITATION OF VERNON PUBLICATIONS LLC'S LIABILITY.** APPLICANT hereby expressly agrees that VERNON PUBLICATIONS LLC'S LIABILITY FOR ERRORS AND OMISSIONS SHALL NOT EXCEED THE AMOUNT OF CHARGES FOR SERVICES AND DESIGN SPECIFIED on the face of this Application. In no event shall VERNON PUBLICATIONS LLC be liable for indirect damages or consequential damages resulting from VERNON PUBLICATIONS LLC'S errors or omissions. No adjustments will be considered on any other agreement APPLICANT may have with VERNON PUBLICATIONS LLC outside of the services listed on the face side of this application.
- 7) **APPLICANT WARRANTS ITS AUTHORITY.** The undersigned APPLICANT hereby warrants that he or she is authorized to submit this Application to VERNON PUBLICATIONS LLC and to contract with VERNON PUBLICATIONS LLC. APPLICANT warrants and represents that all underlying data contained in the website including without limitation, all art work, images, photographs, trademarks, trade names, and text are owned by APPLICANT, or APPLICANT otherwise has a legal right to use, and authorize VERNON PUBLICATIONS LLC to use, such materials. APPLICANT agrees to defend and indemnify VERNON PUBLICATIONS, LLC, its directors, officers, employees, agents, successors, and to hold VERNON PUBLICATIONS LLC, its directors, officers, employees, agents, and successors harmless from any and all liabilities and claims, including expenses, costs and attorney's fees incurred in the defense of any claims resulting from a breach of any rights to such art work, images, photographs, trademarks, trade names, and text used, which results from VERNON PUBLICATIONS LLC'S acceptance of this APPLICATION and performance of the contract. Such indemnification obligation shall survive the expiration or termination of the agreement.
- 8) **COPYRIGHT PROTECTION.** The APPLICANT assumes sole responsibility for the protection of its copyright in any writing, pictorial illustration, design, map, photograph, animation, or combination thereof included in its advertisement(s).
- 9) **LITIGATION.** APPLICANT agrees to pay VERNON PUBLICATIONS LLC reasonable attorneys fees and all costs and other expenses, including costs of appeal, incurred by VERNON PUBLICATIONS LLC in collecting overdue amounts or in enforcing this agreement against the APPLICANT. The Contract shall be interpreted under the laws of the State of Washington.
- 10) **EDITORIAL DISCRETION.** VERNON PUBLICATIONS LLC reserves the right at all times to reject any advertising and/or contract which fails to conform to its editorial standards or which VERNON PUBLICATIONS LLC deems to be otherwise undesirable.
- 11) **SEARCH ENGINE PLACEMENT** VERNON PUBLICATIONS LLC does not guarantee search engine placement results.
- 12) **WEBSITE APPEARANCE** APPLICANT agrees appearance of website including fonts, images, animation, etc., will appear differently based on operating system, computer, web browser and other variables outside the control of VERNON PUBLICATIONS LLC.
- 13) **WEBSITE DOWNTIME.** For any time APPLICANT'S website is offline for any reason other than an Act of God, VERNON PUBLICATIONS, LLC is liable for only the actual time the website is down based on pro rating the contract price for the downtime experienced except no calculation shall be made or paid for downtime less than 1 hour or scheduled maintenance time.
- 14) **APPLICANT IS RESPONSIBLE FOR NOTIFYING** VERNON PUBLICATIONS LLC of any changes to information posted on the website.
- 15) **COPY CHANGES.** Other than publisher's error, any changes on top of the agreed upon site changes listed on the face side of this Application will result in a \$90.00 per hour production charge.

Customer
Initials _____

VERNON PUBLICATIONS, LLC 

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