

Web Site Contract

A contract between **Management Support Services** (the company) and
_____ (the client)

Dated this _____ day of the month _____ in the year _____

1. The company agrees to provide the home page design approved by the client, and any additional pages, the approval of which is indicated by the client's or its representative's signature at the end of this agreement or by a return e-mail indicating that the contract has been downloaded and accepted.
2. The company agrees to manage the client's website by monitoring the website for any problems that can occur from time to time such as alignment; overlapping; browser issues; basic SEO; Internet accessibility.
3. The client is free to obtain its own domain name at its own expense. The company will provide the URL information so that the client can forward its domain name at NO COST to the client. The contract between the client and its domain name provider is independent of this contract. If the client has difficulty with its domain provider (such as a parked domain or technical problems in forwarding the domain name) the company will in no way be responsible as this is a separate issue between the client and another independent company.
4. The client may register a domain name through the company who will use a domain name provider of its choice and look after forwarding the domain name to the company's URL provided for the client. As domain names may be registered for 1 to 10 years, the client will decide how long it wishes to use the registered name and pay to the company the specified registration cost. *It is **IMPORTANT** for the client to understand that when a domain name is registered by the company that domain name becomes the property of the company until its expiration. If the client wishes to retain control of the domain name, it must enter into its own contract with a domain registrar as outlined in section #3 above.*
5. If any updates are required to the website, then an hourly rate (as posted on the company's website at www.msservices.ca) will apply with a minimum of one (1) hour being charged per request (a request can include more than one change as agreed upon by both the company and the client). The company agrees to update the website within 48 hours of receiving written notification of necessary updates unless prevented due

- to extenuating circumstances. The information must be in text format (unless the update is in a format other than text such as a digital picture) either via e-mail, post office, courier or an arrangement for the company to receive or pick up the information. Written documentation is required so that errors (i.e. spelling; numbers; etc.) may be reduced. If any errors are due to mistakes for which the company is solely responsible, then corrections will be made at NO COST to the client.
6. Notwithstanding #2 above, should the client's website go offline (unavailable to the Internet) for any reason beyond the control of the company (i.e. power outage; lightening strike; vandalism; etc.) the company will in no way be responsible for any charges or refunds for time lost on the Internet.
 7. The present Annual Management Fee (which includes the client's portion of the company's hosting cost; website oversight; basic SEO; etc.) is **\$300.00 per year**. The company reserves the right to adjust this and other costs if expenses warrant. The company will do all in its power to provide a quality service at the present rate(s).
 8. Failure to pay the necessary fees and charges may result in the client's web site being removed from the Internet. The company will retain all source codes for said website for a period of 60 (sixty) days after its removal and reinstate said website to the Internet when all outstanding charges have been paid. If there are outstanding charges after the 60 (sixty) days have expired, all source codes will be deleted and the website will cease to exist.
 9. As part of its management fee, the company will provide basic SEO (Search Engine Optimization) by registering the client's website with the Google search engine (or one of client's preference other than Google) using key words provided by the client. The company does not guarantee a high or any listing on any search engine(s) and the client recognizes its responsibility to market the website. However, advanced SEO can be provided so that the website will be listed and ranked accordingly by search engines. Based on the client's requirements, fees are charged accordingly.
 10. Statistics for the client's website are available upon request at no extra charge.
 11. By giving a minimum of 30 (thirty) days' notice, this contract may be terminated by either the company or the client. The client agrees to pay ALL outstanding charges at contract termination. The annual domain registration fee; the annual email addresses fee and other annual fees that may accrue, are not subject to a refund. The Annual Management Fee is

non-refundable when the decision to terminate this contract is made by the client before the contract runs at least 90 (ninety) days. Should the contract be terminated after 90 (ninety) days the refund of the Annual Management Fee will be made using the following formula: *12 months less number of used months x 50%. This amount less any outstanding monies owed = REFUND. There will be NO REFUND for design work. The client will NOT hold the company liable for any costs other than outlined in this contract.*

12. The client agrees to allow at least 1 link to the company's website.
13. The client acknowledges understanding the terms of this contract.

Company Representative

Client Representative