



Web Design Agreement

This agreement represents the complete agreement and understanding between **Venue Communications, Inc.** and the account holder (hereinafter called **Client**) and supersedes any other written or oral agreement. Venue Communications, Inc. reserves the right to modify this agreement at any time, effective upon posting of the modified Policy to this URL: <http://www.venuecom.com>.

Authorization. The Client is engaging Venue Communications, Inc., 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 or archived file at the Client's option. A description of the Web Design Project and the agreed fee therefor are set forth in Project Scope and Agreement. The Client hereby authorizes Venue Communications, Inc. to access this account, and authorizes the Hosting Service to provide Venue Communications, Inc., 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 Venue Communications, Inc. to submit the completed Web Design Project to major Web Search Engines.

Development. This Web Design Project will be developed using any one of several popular software programs.

Browser Compatibility - Designing a website to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Venue Communications, Inc. represents and warrants that the website we design for you will work in Microsoft Internet Explorer versions 7 and up, and the current versions of Safari (for Mac) and Firefox (for Mac and PC), unless Client specifically request that the site be compatible with other browsers. While Venue Communications, Inc. will make reasonable efforts to design a fully functional website, Venue Communications, Inc.'s warrantee does not cover AOL, mobile browsers or requested special effects that we have advised you against.

While Venue Communications, Inc. will make reasonable efforts to design a fully functional website, Venue Communications, Inc.'s warrantee does not cover AOL, text-based browsers or requested special effects that we have advised you against.

Assignment of Web Design Project. Venue Communications, Inc. reserves the right, and you hereby agree, to assign subcontractors to this Web Design Project to insure that the terms of this agreement are met as well as on-time completion.

Copyrights and Trademarks. The Client unconditionally guarantees that all materials and the copyright therein, including but not limited to text, graphics, photos, designs, trademarks, or other artwork furnished to Venue Communications, Inc. 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 Venue Communications, Inc. 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.

Website Maintenance. This agreement allows for minor website maintenance to pages over a 2 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, guest books, discussion webs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette or archived file. The period of 2 months begins on the date the Client's web design site is available to be published to Client's hosting service.

Completion Date. Venue Communications, Inc. 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 45 days after Client has submitted all necessary materials. If the Client does not supply Venue Communications, Inc. with complete text and graphics content for this Web Design Project within 60 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Venue Communications, Inc. as liquidated damages and the agreement shall become null and void, at Venue Communications, Inc.'s option, unless the Web Design Project is cancelled in writing by the Client prior to 60 days of the effective date of the agreement.

Project Delivery. The final website design project will be published to the Client's hosting service upon receipt of final payment or delivered via diskette or archived file upon the receipt of full payment.



The Client understands that Venue Communications, Inc. recommends using Venue Communications, Inc.'s hosting services in connection with this Web Design Project. The Client may elect to use a third party hosting service. If the Client uses a third party host, the Client agrees to select a hosting service which allows Venue Communications, Inc. full access to the Client's account, and that the host's software be compatible with Venue Communications, Inc.'s web design software. The Client will be solely responsible for any and all third party hosting service charges. Venue Communications, Inc.'s fees for web design on a third party hosted site may be higher than a website design project hosted by Venue Communications, Inc. If Client switches to a third party host during the construction of the website design project, or at any point after construction, Venue Communications, Inc. reserves the right to adjust it's construction or maintenance fees to Venue Communications, Inc.'s current rate charged for third party hosted sites.

Diskette or archived file: If the Client chooses to take delivery of the website design project via diskette or archived file, the Client assumes all responsibility for the use and functionality of the Web Design Project.

Confidentiality. All written information provided by Client to Venue Communications, Inc. that is marked "Confidential" or provided verbally and confirmed in writing within 30 days as being confidential, shall be kept in confidence by Venue Communications, Inc. until such time as the information becomes lawfully known to the public through publication of the web design or otherwise. This obligation shall not apply to information that is already known to Venue Communications, Inc. at the time of disclosure by Client.

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 defend Venue Communications, Inc. 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.

Venue Tools. Venue Tools is software licensed to Client by Venue Communications, Inc. which operates in a shared environment thus reducing web site construction costs. Clients have the choice of using Venue Tools or paying additional for individual software to be installed into their Website Design Project. Venue Tools may have separate licensing agreements and fee arrangements. Examples of Venue Tools include but are not limited to e-commerce shopping cart, product database, content management system (CMS), movie database editor, real estate listings database editor, photo gallery and IDX (Internet Data Exchange) tools.

Web Design Project Copyright. Copyright to the web design source code shall remain the property of Venue Communications, Inc. Once final payment under this agreement and any additional charges incurred have been paid, Client is granted the right to use the Web Design Project as a web site and to modify the design, graphics, text and layout of the web site without further authorization from Venue Communications, Inc. Rights to photos, graphics, source code, work-up files and computer programs that are not created by Venue Communications, Inc. remain the property of their respective owners. Rights to Venue Tools are specifically not transferred and remain the property of Venue Communications, Inc. Venue Communications, Inc. and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios. Web Design Projects may contain a copyright/legal statement, an email link to the project webmaster, or a text/logo linked to Venue Communications, Inc.'s Design Services Web Site.

User Data Recovery and Website Backup. Venue Communications, Inc. is not responsible for lost content or lost User Data. User Data typically includes data entered by client or site visitors into a database and stored on a Hosting Service. At Client's request and at Client's expense, Venue Communications, Inc. can design a backup system capable of creating backup files which allow Client Data to be stored at a remote location of Client's choosing, such as a burnable CD or DVD which can then be stored in a safety deposit box. Testing, storage and the reliability of backup data, restoration capabilities, and inclusion of all User Data is the sole responsibility of Client. Backups of User Data is intended for disaster recovery, not the restoration of individual files. Venue Communications, Inc. will backup the web site files that we create in a manner and frequency of our choosing. Modifications to web site files may mean a backup will not exist for the exact time and date a Client may request, therefore we make no guarantee as to the existence of backup web site files.

Payments. Payments must be made promptly based on the terms of this Website Design Project. Venue Communications, Inc. 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. The Client agrees that for purposes of venue, this agreement was entered into in Johnston County, North



Carolina, and any dispute will be litigated or arbitrated in Wilmington, North Carolina, and the Client hereby consents to the personal jurisdiction of the North Carolina State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. 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.

Payment Schedule. Payment for services provided hereby shall be made in accordance with the conditions contained in this agreement and are set forth in Project Scope and Agreement. The Client agrees to pay to Venue Communications, Inc. an initial, non-refundable deposit of 25% of the agreed fee for this Web Design Project. Final payment is due prior to publication and/or delivery of the Website Design Project. All amounts must be in U.S. Dollars.

Additional Services. Other services provided to Client by Venue Communications, Inc., including but not limited to hosting, domain names and web marketing services, shall be provided to Client for a fee to be agreed at the time Client requests such services.

Exclusive Remedies. Client's exclusive remedies for all damages, losses and causes of action whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and reasonable attorney's fees and court costs.

Non-Circumvention. During the term of this Agreement and for a period of one (1) year thereafter, Client agrees not to hire, solicit, nor attempt to solicit the services of any subcontractor of Venue Communications, Inc. without the express written permission of Venue Communications, Inc.

Legal Notice. Notwithstanding anything to the contrary contained in this agreement, neither Venue Communications, Inc. 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 is with the Client. In no event will Venue Communications, Inc. 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 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, even if Venue Communications, Inc. has been advised of the possibility of such damages.

This Agreement. This agreement constitutes the sole agreement between Venue Communications, Inc. and the Client regarding this Web Design Project. Any additional work not specified in this agreement must be authorized by a written request signed by both Client and Venue Communications, Inc.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED this _____ day of _____, _____.

Venue Communications, Inc.

business name

By:
Title:

By: print here and sign above
Title: enter job title