

STANDARD WEB DESIGN CONTRACT

This Contract Agreement is made on _____, between:

Name: _____

Business Name ("Client"): _____

Having its principal place of business at:

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

and **Midessatech** having its principal place of business at:

1308 S Midkiff, Suite 312 Midland, Texas 79701
PO BOX 4943 Midland, TX 79701

In consideration of Client retaining Midessatech to design or redesign, and/or build and/or maintain a website for Client, it is agreed as follows:

1. Compensation and Term

The above named Client retains Midessatech, and Midessatech agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining a website for Client according to *specifications agreed upon, and detailed at the bottom of this contract, between Midessatech and Client.

Term shall be until the agreed upon website work is completed within the time frame specified.
Date to begin work: _____ Date work is to be completed: _____

Client is solely responsible for supplying website content, authoring, organization, images in file format unless Midessatech is hired specifically for this purpose and it is stated in the agreed upon specifications. If all text and graphics necessary to complete the work are not received by Midessatech within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of Midessatech.

The following fees shall apply:

A fee in the amount of \$ _____ to complete the agreed upon work. 50% of said fee is due after initial consultation and before work is begun. The remaining 50% shall be due and payable when work is completed and shall be received before website is uploaded to it's final destination. This fee does not include: the cost of domain registration, hosting set up fee, hosting, merchant account, secure online authorization or shopping cart.

Maintenance, if included in this contract, shall be on a monthly basis, with a minimum of \$25 in any month where updating is necessary. Fees will be assessed on an hourly basis at \$100/hr. No fee will be charged in a month where no updating is necessary. Search engine optimization, beyond the basic submission included herein shall be contracted on the same basis as maintenance.

Midessatech agrees to complete this project within the estimated budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes which would significantly increase work required of Midessatech. Midessatech will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this. If it becomes necessary for Midessatech to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. Warranties by Midessatech

Midessatech represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement; . However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

3. Independent Contractor

Midessatech acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

Midessatech recognizes and acknowledges that this Agreement creates a confidential relationship between Midessatech and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

Midessatech Associates agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

Client agrees that copyrights to Midessatech's work product produced in the performance of this Agreement shall remain the exclusive property of Midessatech, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Midessatech's prior written consent. Any rights granted to Client under this Agreement shall not affect Midessatech's exclusive ownership of the work copyright.

7. Midessatech agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of

client. Midessatech shall also prepare the site for search engine submission, which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content meta tags, and submission to the major free submission search engines. Presently we submit to Google, Yahoo, MSN, Open Directory, Alta Vista, Fast/All the Web.

Midessatech does not guarantee listings on search engines as they alone determine who they will list and who they will not. Midessatech will provide two months of minor changes and/or updates and up to two hours of consultation. This work shall be completed for the above stated fee.

*Specifications agreed upon

To be stated on an individual basis:

IN WITNESS WHEREOF, Client and Midessatech have duly executed this Agreement as of the day and year first above written.

Midessatech

Name: _____

Title: _____

Date: _____

Client: _____

Name: _____

Title: _____

Date: _____