

# HOSTPRESS CONTRACT

This AGREEMENT is dated and in effect as of the \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_, hereafter referred to as "Client" and Todd Munro of HostPress.ca, hereafter referred to as "Consultant". This agreement is with respect to the design of the \_\_\_\_\_ website, hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

## 1 - NON-DISCLOSURE.

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

## 2 - COPYRIGHT OF WEB PAGES.

Copyright to the finished assembled work of web pages belongs to the Client 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. The design Consultant retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

## 3 - ASSIGNMENT OF WORK.

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

## 4 - 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 the design consultant full access to the website directory and database via a control panel and SSH. Access to domain registrar control panel may be required. Hostpress.ca does offer clients reasonable hosting plans.

**5 - PAYMENT SCHEDULE.** The full length of this contract is as follows:

Starting date is \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and estimated completion date is \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ for the total amount of \$\_\_\_\_\_.

Client shall pay Consultant \$ \_\_\_\_\_, as a deposit for project commencement.

The balance of \$ \_\_\_\_\_ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

**6 - MAINTENANCE AND HOURLY RATE.**

This agreement includes minor webpage maintenance to regular web pages over a 30-day period, including bug fixes and making minor changes. It does not include removing nearly all of the text from a page and replacing it with newly supplied text or images or major re-working of the site.

Changes requested by the Client beyond those limits will be billed at the hourly rate of \$87. 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 design or art, photo, graphics services, or helping clients learn how to use their own webpage editor.

**7- DUE DATES.**

Consultant agrees to deliver samples of design on dates as agreed upon. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

**8 - AGREEMENT.**

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of the province of Quebec applicable therein.

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

On behalf of the Client: \_\_\_\_\_ Date \_\_\_\_\_

On behalf of Consultant: \_\_\_\_\_ Date \_\_\_\_\_