

Web Page Design Contract

1. Elehost Web Design Inc. is formally contracted by _____
(The Customer)

to design the Company's web site on the Internet at a rate of \$40 CDN per hour plus applicable taxes. Specialized programming including but not limited to ASP, database work, CGI and perl scripting will be billed at a rate of \$60 CDN per hour. Payment will be made to Elehost Web Design Inc. in the form of cheque, money order, VISA or MC charge payable to Elehost Web Design Inc. Payment is due upon receipt of an invoice and is to be paid in full within **15 days after the invoice date**. A charge of 2 % monthly will apply to all outstanding balances more than 15 days overdue.

2. All services provided by Elehost for design and web page construction include in the hourly rate any design, picture scanning, logo design, custom layouts, and the creation of information value. Any billing for a web site does not in any way suggest or imply that the site is free from error(s); some errors including but not limited to spelling, grammar and incorrect text may be contained within the web site. Elehost will correct any known errors if noticed, however the Customer is responsible for the recognition and for payment of the time spent correcting these errors.

4. A deposit of \$_____ CDN (25% of the estimate average) is required in the form of cheque or money order payable to Elehost Web Design Inc. and will be applied to your future invoice(s) as determined by Elehost.

I, _____ am an officer for _____,
(Please Print) (The Customer)

and agree to all the terms, polices and rules including but not limited to the terms and Conditions in the attached pages.

Signed: _____ Dated: _____

Elehost Web Design Inc., agrees to design a custom web site for the above company based on the information provided to Elehost including any verbal or electronic communication.

Signed: Elehost Web Design Inc.

Terms, Conditions and Acceptable Use Policy

Use of the word Elehost in the following document refers specifically to Elehost Web Design Inc. Elehost provides Web page hosting, Design, Marketing, Domain Registration and Development services. All personnel at Elehost honour their legal and ethical responsibility consistent with the use of its server and equipment involved in these services.

These terms and conditions are complimentary and supplementary to the Terms and Conditions outlined for hosting services provided that The Customer's site is also hosted with Elehost. The Customer agrees that signature of this document binds them to all Terms and Conditions set forth by Elehost for any of its services including but not limited to hosting, provided the Customer hosts their web site with Elehost.

Payment Policies

The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies Elehost in writing for a request for termination of services. All Prices are in Canadian Currency unless otherwise stated.

A deposit of twenty-five (25) percent of the estimated total cost is required to be paid before any design work is begun. Payment for all outstanding design services is due fifteen (15) days after the invoice date. All Payments are to be made to Elehost Web Design Inc. in the form of cheque, money order, VISA or MasterCard charge in Canadian funds unless otherwise stipulated. A charge of two (2) percent monthly will apply to all outstanding balances more than fifteen (15) days overdue.

A minimum of one half (1/2) hour charge will apply to any requested updates or changes to the web site.

Any script or design developed for the Customer will become the property of the Customer upon payment in full. Elehost reserves the rights to use any script or programs it has created for the Customer in any other projects and developments Elehost undertakes without exception.

Cancellation

Cancellation of design services must be submitted in writing to Elehost. Any portion of the deposit not already used by Elehost will be refunded to the Customer. Any monies refunded will be determined by the sole discretion of Elehost. In the event that Elehost has spent more time than covered by the deposit, the Customer is required to pay the outstanding balance before any materials are released to the Customer.

Lawful Purpose

Elehost reserves the right to refuse service to anyone.

Indemnification

Customer agrees that it shall defend, indemnify, save and hold Elehost harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees asserted against Elehost, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Customer, its agents, employees or assigns. Customer agrees to defend, indemnify, save and hold Elehost harmless against liabilities arising out of; (1) any injury to person or property caused by any products sold or otherwise distributed in connection with Elehost's server; (2) any material supplied by customer infringing or allegedly infringing on the proprietary rights of a third party; (3) copyright infringement and (4) any defective products sold to customer from Elehost's server.

This agreement shall be governed by the laws of the Province of Ontario and the Federal laws of Canada applicable therein. Elehost and the Company agree to attorn to the jurisdiction of the courts of Ontario located in Metropolitan Toronto.

Disclaimer

Elehost will not be responsible for any damages a business may suffer for any reason. Elehost makes no warranties of any kind, expressed or implied for services or products it provides. Elehost disclaims any warranty or merchantability or fitness for a particular purpose; includes loss of data or email resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Elehost and its employees. Elehost will not be responsible for providing computer equipment to the customer for any purpose whatsoever. Elehost reserves the right to revise its policies, terms and conditions at any time, and from time to time.

Failure to perform or follow any term or condition will be grounds for immediate termination of services.

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