

WEB SITE DESIGN CONTRACT

1. This Contract is between Top Stock Design, 33855 La Plata Lane, Pine, Colorado, 80470, USA - and _____ (“Web Site Design Client”) who agrees to all terms set forth below and signs the Agreement, indicating he or she understands and has read all of the information included in this document.
2. The Web Site Design Client will be informed of the URL address created for his or her site and is permitted and encouraged to use the URL in print advertising, brochures, and mailings to those seeking information about client’s service or wishing to purchase client’s products. The Web Site Design Client will be notified when the listing is ready for on-line viewing and shall notify Top Stock Design in writing within 7 days if any corrections need to be made. If the Web Site Design Client is unable to access the World Wide Web, Top Stock Design will provide a text printout of the copy for proofing upon written request.
3. Top Stock Design agrees to make as many copy changes as the Web Site Design Client wishes at our nominal site administration service charges. Please refer to our web site for rates. (www.all-digit-all.com) These rates are subject to change without notice. Top Stock Design, will not charge to change the Web Site Design Client’s telephone or fax numbers, mailing or email address, or other minor changes involving only a few words, nor will we charge to correct errors or misspellings.
4. The Web Site Design Client agrees Top Stock Design, may mention any programs or persons which we design for the Web Site Design Client on Top Stock Design’s web site and mention Web Site Design Client by name in any marketing efforts aimed at attracting other Web Site Design Clients.
5. As publisher Top Stock Design, reserve the right to refuse any advertisement, any photograph, or any graphic at our sole and absolute discretion if deemed distasteful or could be considered as being unlawful to publish. The Web Site Design Client affirms to Top Stock Design that the Web Site Design Client holds the copyright to any text, photograph, or graphic which is submitted as part of a web site, or that the Web Site Design Client holds a license from the copyright holder to use his or her intellectual property. It is agreed the Web Site Design Client will indemnify and save Tony Oswald, Top Stock harmless from and against any loss, expense or other liability resulting from any claims or suits for libel, violation of right of privacy, plagiarism, copyright infringement or any other claims or suits that may arise out of the publication of such content.
6. Top Stock Design reserves the right to determine the size, resolution and placement of all photographs or graphics to maximize the functionality of a web page, unless the Web Site Design Client specifically requests in writing otherwise. It is understood by the Web Site Design Client that current state-of-the-art in computer and Internet technology limits the quality of on-line photography both in real and practical terms, and that reproduction of any photograph on-line compromises the quality of the original. All photographs (except “thumbnails”) in advertisements must carry a copyright notice in the following form: “Copyright (c) year, name of photographer. All Rights Reserved.”
7. Top Stock Design agree to remove and delete any reference to the Web Site Design Client’s services or products within seven days of receipt of a written request from the Web Site Design Client’s

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authorized representative. However, it is understood because of the front-end costs of programming, scanning, labor, etc., that all web site design payments are fully earned by Top Stock Design once the web site is on-line and available for access on the World Wide Web. Therefore, no refunds, in full or in part, shall be made for any web site which is canceled.

8. The Web Site Design Client recognizes acts of God and man can cause the Internet, the World Wide Web, and Top Stock Design Internet provider to suffer periods of inoperability and inaccessibility and agrees to hold Tony Oswald blameless for such occurrences.

9. Web Site Design Client agrees that under any circumstance, the liability of Top Stock Design shall be limited only to the fee paid by Web Site Design Client to Top Stock Design. The Web Site Design Client hereby waives any other damages whether consequential or actual.

10. If any dispute arises under the terms of this contract, and legal recourse is sought to either prosecute or defend an action under this contract, through the courts or otherwise, including but not limited to arbitration, the prevailing party shall be awarded all attorney fees and other costs incurred.

11. Minimum payment equal to at least 50% of the estimated cost for designing a web site and is due and payable upon submission of the web site design order, and said payment is a condition precedent of any duty of Top Stock Design to perform under this contract. All payments are nonrefundable after acceptance of web site design order by Top Stock Design.

12. Top Stock Design will not be responsible for the return of any materials submitted by the Web Site Design Client. Web Site Design Client specifically agrees to submit materials, including, but not limited to, slides, transparencies, and original or reproducible grade artwork. Top Stock Design assumes no responsibility for the loss or destruction of said materials. If requested in writing, Top Stock Design will exert its best efforts for the return of materials to the Web Site Design Client at Web Site Design Client's expense, but in any case accepts no responsibility for their loss or destruction.

13. All Web Site Design orders and Contracts, upon acceptance, shall be deemed accepted in the State of Colorado and governed by the laws of the State of Colorado.

Signature of Authorized Representative (Please Print Name Below)

Address _____ Title _____

Print Name of Web Site Design Site _____

Today's Date _____

Top Stock Design _____

by _____