



The Energy Grid

Powerful Web Marketing for the Alternative Energy Industry

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Web Design / Web Hosting / Internet Consulting Agreement

Client:

Date:

1. Authorization. The above-named client is engaging The Energy Grid (TEG) as an independent contractor for the specific project of developing, hosting, and/or improving a Website.

2. Website Package. The basic website package includes the creation of the website based on content provided on a customized template. The website will consist of 5 to 10 pages with client-supplied electronic text (200-1000 words) and 10 to 20 client-supplied photos.

Setup: \$ _____

Monthly Hosting Charges, \$14.95

Terms: Prepaid quarterly in advance by credit card

Web Development hourly Rate: \$75.00/hr

Target Completion Date 4 – 6 weeks

If additional time is required to create the website, customize the template, make changes that you request, or format graphics, The Energy Grid will request approval from the client before proceeding and the time will be billed at the web development rate, with a 1 hour minimum.

3. Ongoing Maintenance. On an ongoing basis, TEG will be available to support you in the development of the website and training as needed at the normal web development rate. If the website is designed to be “User Managed” or “Joomla” then most of the basic changes can be made without TEG’s participation.

4. Completion Date. Customer agrees that time is not of the essence. The Energy Grid and the client must work together to complete the website in a timely manner. TEG agrees to work expeditiously to complete before the intended target date but is not responsible for delays due to the availability of materials from the customer or other unforeseen circumstances. TEG is not responsible for any costs or losses, direct or consequential due to such delays.

5. Limitations to Liability. Your website is hosted in a large-scale network operations center in Andover, MA that guarantees 99.999% uptime. The Energy Grid has thoroughly researched this hosting provider, has several years of experience with the host, and is confident in their performance. The Energy Grid, though, is not responsible and is not liable for the performance of this provider. The Energy Grid does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. The entire risk as to the quality and performance of the webpages and website is with client. In no event will The Energy Grid be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these webpages or website, even if The Energy Grid has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Client authorizes TEG to use photos and copy received from the client or other legal sources, or created by TEG on the website and to carefully check each addition for accuracy and applicability and immediately inform TEG of any necessary changes. Client agrees to hold TEG harmless for any inaccuracies, errors, omissions, or misrepresentations on the website if TEG has not been informed, in writing, of the problem. No guarantees can be made are made in regards to search engine optimization. TEG may, at its discretion, move the website to a different network operations center.

6. Payment of Fees. Fees to The Energy Grid are due and payable on the following schedule: 50% upon signing this contract, 50% when the webpages have been constructed according to the client's original written specifications. If the total amount of this contract is less than \$1000, the total amount shall be paid upon signing this contract. All payments will be made in US funds.

7. Assignment of Project. The Energy Grid reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. Subcontractors, if used, shall have no rights to materials used for or on the website.

7a. Cancellation. The setup and installation of the website cannot be cancelled once this agreement is signed. If the work is not satisfactory the client will provide TEG, in writing with a description of what is needed. If what is needed is outside the scope of this agreement, TEG will provide the client with a proposed change order. In no case is the client entitled to a refund. Monitoring may be cancelled at the end of the month following 30 days notice. Domain name fees may be cancelled at the end of the year following a 30 days notice.

7b. Price Increases. Monitoring and hosting charges may increase after the first year. In the event of an increase the client will be given 30 days notice and will have the option to cancel at that time.

8. Copyrights and Trademarks. The client represents to The Energy Grid and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to The Energy Grid for inclusion in webpages 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, and defend The Energy Grid and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

9. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend The Energy Grid and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

10. Copyright to Webpages. Copyright to the finished assembled work of webpages produced by The Energy Grid is owned by the client once payment for the work has been received. This does not include any rights to any template used or software applications used within the website. Rights to photos, graphics, source code, templates, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. The Energy Grid retains the right to display graphics and other Web design elements as examples of their work in their respective portfolios unless specifically restricted, in writing, when this agreement is executed.

11. Transfer of Domain Name and Other Services. If the domain name is to be transferred to the TEG Hosting service, TEG will need access to the existing account. A Domain Name transfer form will be approved. Clients understand that there may be an interruption in service during this time and that this is beyond TEG's control. TEG is not responsible for downtime and the affects of downtime during the transfer process. In the event that the client uses the existing hosts webmail service, address books and emails saved inside the webmail may be lost. The client retains rights to his domain names.

12. Payment of fees. Overdue bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. The Energy Grid reserves the right to remove webpages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by The Energy Grid. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Amherst, NH, and any dispute will be litigated or arbitrated in Amherst, NH.

12. Sole Agreement. This agreement constitutes the sole agreement between The Energy Grid and the client regarding this website. Any additional work not specified in this contract must be authorized by a written change order.

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

On behalf of the client (authorized signature):

_____ Date _____

Please Fax to: 801-665-9162

Credit card Authorization Form.

Client authorizes the following charges to the credit card listed below: Please Fax to: 801-665-9162

- (X) Website Setup: \$ _____
- () Domain Name Charge, \$14.95 year
- () I authorize Additional Work to a maximum of : ____ hrs @ \$75/hr Flash
- (X) Monthly Charge of \$14.95 billed Quarterly in Advance (44.85/q)

Please Fax to: 801-665-9162

Type of Card () Visa () MasterCard () American Express	
Card Number:	
Expiration Date:	
CVV2 Number:	
Name on Card:	
Billing Address of Card	
Signature:	
Print Name:	
Date:	