

MK Dakota WebDesign

Website Setup and Maintenance Contract

1. Parties

Designer: Michelle Mollman <> HC 63 Box 44 <> Ludlow, SD 57755

Toll Free Message Phone: 866-428-2874 <> Fax: 605-278-6348 <> Email: webmaster@mkdakatowebdesign.com

Customer Name: _____ Phone: _____

Address: _____ City, State, Zip: _____

Fax: _____ Email: _____ Website: _____

2. **Website Package purchased:** Initial Setup Setup Fees (listed on website) **plus** any extras, there will be a separate bill for extras. Payment can be mailed or made online at www.paypal.com and is expected within ten days of date. Payment for setup is due before website is created.

3. **Exchange of Goods.** Should there be an exchange of goods for the design and maintenance of the website. The exchange is at the FULL value of the current setup price and maintenance posted on the Dakota WebDesign website, and is not valid at any special rates.

4. **Setup includes:** * Setup, Design and layout of your site. * For a specific list visit our WebDesign Page.

5. **Maintenance includes:** Hourly rate is subject to change without notice. Maintenance is paid upon requesting changes, we will quote you the cost of your maintenance and will expect payment before we do the changes. Current rates will always be posted on the www.mkdakatowebdesign.com website.

6. **Customer understands** the he/she prepays for initial setup. Money back guarantee in the first 15 days of contract signing if not satisfied except for 50% of setup fees. Full REFUND policy is posted on our website.

Customer also understands limitations due to host and their policies and will not hold us liable for host matters. Designer holds no guarantee on success of site. Customer will not hold us liable for any changes, deleting, adding, or accounts setup for website. Customer may take over the creation and maintenance of their own website at any time. Our logo must be removed immediately upon doing so. Designer is not responsible for website down time as we are only the designers and not the host. That if you purchased a website with a database, the database is removed immediately when you leave us.

7. **Designer holds the right** to delete or make the website unavailable at any time due to nonpayment of billing fees. In the event a trade of goods did not work out -Customer must pay for setup fees regardless if initial agreement was for exchange in goods or cash. Customer has five (5) days to send payment or site can be deleted or made unavailable for web viewing.

8. Should the **designer discontinue services** due to any reason. Customer will be given a fifteen (15) day notice via mail, email, or fax. If customer informs designer that they plan to continue on their own. Designer will share information on all software used to maintain site. Refunds of prepaid maintenance will be given. If the **customer discontinues service**, he/she must give us fifteen (15) day notice via mail, email, or fax. Upon leaving our company, customer is given all information on their website (see #9).

9. **Customer is given all user names and passwords** acquired for all accounts relating to their website once they leave us. Should the customer do any editing in any account on their own, he/she will not hold designer liable or responsible for their additions, changes, deleting, or anything else. We do not allow customers to change or add or edit while we are the webmaster (unless you are given login information to add, edit, delete in your database or shopping cart in your control panel), we will try to provide pages that the customer can do things on their own but no guarantee.

10. Customer understands that **custom graphics** created include but are not limited to banners, buttons, backgrounds, bars and any other photo or graphic altered for a custom look.

11. **Free Hosting accounts** are provided only to our websites, should you decide not to continue us as your webmaster, you will either have to upgrade to a paid account or have the entire website deleted.

12. **Ownership of URL:** Depends on if customer or designer has paid for it. Should designer pay for the URL and customer not reimburse designer, Designer holds ownership of URL. If customer pays for URL (domain name), then the customer owns the URL.

Signed this _____ day of _____, 20____ and sent either via email, mail or fax. Contract is binding whether via electronic signature or physical signature. Understanding of Agreement is binding as of signatures. I understand the above contract and agree to its terms:

Customer: _____ (signature)