



*Seven Paths Web Design*  
Driven by Service—Not Profit

**CONTRACT NUMBER: 00001-00001**

**DATE: JUNE 25, 2010**

**Website Design Contract**

#### **CLIENT**

Contact: Anne Campbell  
Company: Sparks Magazine  
Address: 813 Saint Lawrence Drive, Northfield, MN 55555  
Phone: 507-645-5217  
E-mail: editor@sparksmagazine.com

#### **HOSTING COMPANY**

Company: InMotion Hosting, Inc.  
Address: 4553 Glencoe Avenue, Suite 325, Marina del Rey, CA 90292  
Phone: 757-416-6575  
E-mail: sales@inmotionhosting.com

#### **AUTHORIZATION**

The above named Client hereby engages Seven Paths Web Design LLC, 813 Saint Lawrence Drive, Northfield, Minnesota, 55057-3235, (“Seven Paths Web Design”), as an independent contractor for the specific project of developing and/or improving a Website. The Website is to be installed on the Client’s Web space at the above named Hosting Company. The Client hereby authorizes Seven Paths Web Design to access this Web space and authorizes the Hosting Company to provide write permission for the Client’s Web page directory, cgi-bin directory, and any other directories or programs that need to be accessed for this project. The Client also authorizes Seven Paths Web Design to publicize the Client’s completed Website to Web search engines and other Web directories and indexes.

#### **WARRANTIES**

Seven Paths Web Design represents and warrants to the Client that it has the experience and ability to perform the services required by this contract; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this contract; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, or municipal laws. However, the Client will not determine or exercise control as to general procedures or formats necessary to have these services meet the Client’s satisfaction.

The Client represents and warrants to Seven Paths Web Design that it will provide Client materials as required in a professional, competent, and timely manner; that it has the power to enter into this contract; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, or municipal laws.

#### **DESCRIPTION OF WORK**

Seven Paths Web Design will execute this Website design as specified in the attached Website Proposal, which is hereby incorporated as part of this Contract.

#### **MAINTENANCE**

This Contract does not include Website maintenance. Maintenance will be the responsibility of the Client. If a maintenance service agreement is entered into between Seven Paths Web Design and the Client, it will be contained within its own document and not connected to this Contract.

#### **PAYMENT**

All services agreed to in this Contract shall be sold for the price specified in the Proposal. Payment shall be by cash, check, or money order, in U.S. dollars, and made payable to Seven Paths Web Design.

A minimum deposit of 50% of the total cost is required to commence work. A working draft of the site will be placed in Seven Paths Web Design's Web space so that the Client may view the site and suggest changes. Payment for the site must be made in full before the site will be moved to the Client's Web space and search engine registration will be done.

#### **COMPLETION DATE**

Since completion of the Website depends on the cooperation of both Seven Paths Web Design and the Client, Seven Paths Web Design cannot guarantee a specific completion date. However, Seven Paths Web Design agrees to work expeditiously to complete the Website in a professional and timely manner.

#### **ASSIGNMENT OF PROJECT**

Seven Paths Web Design reserves the right to assign subcontractors to this project. Seven Paths Web Design will be responsible for the final result of the project.

#### **ADDITIONAL SERVICES**

Any work which is not specified in the attached Proposal will be considered an additional service. Such work shall require a separate contract and payment separate from and above that specified in this Contract.

#### **COPYRIGHTS AND TRADEMARKS**

The Client represents to Seven Paths Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Seven Paths Web Design for inclusion in Web pages 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 Seven Paths Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

#### **AGE**

The Client's representative signing this Contract certifies that he or she is at least eighteen years of age.

#### **LIMITED LIABILITY**

The Client hereby agrees that any material submitted for publication on the Website will not contain anything leading to an abusive or unethical use of the hosting server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, computer viruses or other malware, harassing or harmful material or uses, illegal activity or material advocating illegal activity, and libel or infringement of privacy.

The Client hereby agrees to indemnify and hold harmless Seven Paths Web Design from any claim resulting from the Client's publication of materials or use of those materials or the submission of illegal materials.

If Seven Paths Web Design acquires an Internet domain name on behalf of the Client, the Client then waives any and all claims which it may have against Seven Paths Web Design for any loss, damage, claim, or expense arising out of or in relation to the registration of such domain name in any online or off-line network directories, membership lists, or registration lists, or the release of the domain name from such directories or lists following the termination of such service.

Under no circumstances, including negligence, shall Seven Paths Web Design, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable of any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use Seven Paths Web Design's services; or that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to Seven Paths Web Design's records, program, or services. The Client maintains sole responsibility for data backups and restoration. The Client hereby acknowledges that this paragraph shall apply to all content relating to Seven Paths Web Design's services.

Notwithstanding the above, the Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that the Client paid during the term of this Contract and any reasonable attorney's fee and court costs.

#### **INDEMNIFICATION**

The Client agrees that it shall defend, indemnify, save, and hold Seven Paths Web Design harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees ("Liabilities") asserted against Seven Paths Web Design, its agents, clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees, or assigns. The Client agrees to defend, indemnify, and hold harmless Seven Paths Web Design against Liabilities arising in connection with any injury to person or property caused by any products or services sold or otherwise distributed in connection with Seven Paths Web Design's service, and material supplied by the Client infringing on the proprietary rights of a third party, copyright infringement, or any defective product which the Client has sold from the Website Seven Paths Web Design has designed.

#### **LAWS AFFECTING ELECTRONIC COMMERCE**

The Client agrees that the Client is solely responsible for complying with any laws, taxes, or tariffs arising from the Client's use of Internet electronic commerce, and will hold harmless, protect, and defend Seven Paths Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of such commerce.

#### **COPYRIGHT TO WEB PAGES**

Copyright to the finished, assembled work of Web pages produced by Seven Paths Web Design is owned by Seven Paths Web Design. 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, workup files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. Seven Paths Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

#### **AUTHORSHIP CREDIT**

The Client may choose to allow Seven Paths Web Design to include a byline at the bottom of each page of the Client's Website establishing authorship credit. This byline will be included only upon agreement by both the Client and Seven Paths Web Design. If included, the byline must remain on the site a minimum of six months from the time the site is posted on the Client's Web space, but must be removed at any time upon written request by Seven Paths Web Design.

#### **NONDISCLOSURE**

Seven Paths Web Design, its employees, and subcontractors agree that, except as directed by the Client, they will not at any time during or after the term of this Contract disclose any confidential information to any person whatsoever.

#### **CANCELLATION**

This Contract may be cancelled by either the Client or Seven Paths Web Design for any reason. Notification of cancellation must be by registered letter. In the event of cancellation, Seven Paths Web Design shall have the right to bill pro rata for work completed through the date of the request, while reserving all rights under this Contract. The work already completed on the date of the request shall be billed at the hourly rate of \$15.00. If this amount is less than the down payment, the balance of the down payment shall be refunded to the Client. If this amount exceeds the down payment, the portion which exceeds the down payment shall be payable within thirty days of the date of the request. The Client shall also pay any expenses incurred by Seven Paths Web Design through the date of the cancellation. In the event of cancellation, Seven Paths Web Design shall retain all rights to the work. The Client shall assume responsibility for all legal fees necessitated by default in payment.

**ARBITRATION**

Any disputes in excess of \$1,000, or the maximum limit for small claims court, arising out of this Contract shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed-upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator’s award shall be final, and judgment may be entered into any court having jurisdiction thereof. The Client shall pay all arbitration and court cost, reasonable attorney’s fees, and legal interest on any award or judgement in favor of Seven Paths Web Design.

**PAYMENT OF FEES**

Payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15.00 charge if payment is not received within ten 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. Seven Paths Web Design reserves the right to make Web pages inaccessible until final payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by that process.

**VENUE**

Regardless of the place of signing, the Client agrees that for purposes of venue, this Contract was entered into in Rice County, Minnesota, and any dispute will be litigated or arbitrated in that county.

**ENTIRE UNDERSTANDING**

This Contract constitutes the sole agreement between Seven Paths Web Design and the Client regarding Seven Paths Web Design’s Web design services. It becomes effective only when signed by both parties. This Contract shall be governed and construed in accordance with the laws of the State of Minnesota. The parties agree that if any part, term, or provision of the Contract shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

**SIGNATURES**

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

On behalf of the Client:

\_\_\_\_\_ Date: \_\_\_\_\_

On behalf of Seven Paths Web Design:

\_\_\_\_\_ Date: \_\_\_\_\_