



# Website Agreement Terms and Conditions

This Agreement serves as the sole contract between ALLEN GRAPHIC DESIGN, (hereinafter referred to as "designer") and the undersigned customer (hereinafter referred to as customer").

Content for a web site (hereinafter referred to as the 'product") will be authored and provided to the customer by the designer. The customer agrees to allow the placement of a hyperlink at the bottom of the product's main page by the designer which will refer the user to either the designer's home page and/or will allow the user to send electronic mail to the designer. This hyperlink will remain at the location specified for the duration of which the product shall contain content authored by the designer. The customer also agrees to allow the designer to place examples of the customer's product on the designer's web site for inclusion into a portfolio.

The product shall be owned by the designer until such time as all inclusive particulars of this contract have been satisfied. Within this stated time frame, all authoring of programming code and product content will be performed only by the designer. At such time, product shall be owned by the customer. At such time, the customer releases the designer from any liabilities and expenses associated with the product.

The customer may then contract the designer for service to the product (that is not the web hosting facility's responsibility) for a fee to be negotiated.

Any material submitted to the designer for publication in the product by the customer is submitted as true, and with permission of the owner of the material where necessary. The customer agrees to indemnify the designer of any issue related to material supplied for publication in the product by the customer. The designer makes no warranties, whether expressed or implied, regarding issues arising from internet or web hosting service interruption or equipment failure, computers, routers, networks, cable or telephone line internet service failure, loss of data, delay, service interruptions caused erroneous delivery, mis-delivery, inaccurate information, or any other type of service interruption, error, or omission whether caused by customer errors or by anyone else using the system, whether authorized or unauthorized.

The product shall be used by the customer only for lawful purposes. Use of information in the product is done at the customer's risk. The customer will indemnify the designer from any issue arising from the transmission or receipt of any material in violation of any law or regulation, including but not limited to copyright material, secret or confidential material - whether protected by trade secret or not - or any material deemed to be threatening or obscene. The customer agrees to hold the designer harmless from any claims resulting from the customer's use of the product.

Amendments to this agreement shall be attached to this document and be signed and dated by both the customer and the designer.


Accepted by (client #1):

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

Accepted by (client #2):

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

Accepted by ALLEN GRAPHIC DESIGN, by \_\_\_\_\_, it's duly authorized agent:

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