

Creations by Lane Contract Agreement

WebPages Design, Website Maintenance, Website Promotion

The following agreement is by and Between **Creations by Lane**

www.creationsbylane.com

And _____
Client and/or business name

Of _____
Address

Contact Person/Information

Name: _____ Day time Phone: _____

Evening Phone: _____ Email: _____

WHEREAS, *Creations by Lane* is a designer of basic websites. *Creations by Lane* provides web maintenance services under the terms listed.

WHEREAS, *Creations by Lane* is an information provider connected to the Internet. *Creations by Lane* offers website design/ maintenance/optimization/storage and transfer services over the Internet through access to a Web Server;

WHEREAS, Client seeks to utilize *Creations by Lane* website design and server services for its own purposes for a minimum of one year, unless *Creations by Lane* terminates the agreement. In such case client is not liable for remainder of contract. However, if client cancels agreement before one year, client agrees to pay a cancellation fee for the remaining months of the contract;

WHEREAS, both parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, *Creations by Lane* cannot make any guarantees that any given reader shall be able to access *Creations by Lane* server at any given time. *Creations by Lane* represents that it shall make every good faith effort to ensure that its server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, both parties agree as follows

I. Web Design Only and/or Web Maintenance Services:

- The Client agrees to the terms of service and will sign a binding contract to pay a 50% non refundable fee of the estimated cost before actual work begins. This work does not include negotiations and viewing of materials that precede the stage of contract signing.
- *Creations by Lane* agrees that all conditions set by the Client can be met within the time constraints as per the Client's schedule.
- *Creations by Lane* will agree to remain as web maintainer for a monthly fee determined by the actual work required to maintain the sites web hosting, website design/maintenance/promotion and or, domain name registration, including any other than website services and other daily/monthly/yearly maintenance and update services, if asked to do so by the client.
- Client understands that there is a mandatory yearly renewal fee payable to the website host through *Creations by Lane* in order for the website to remain active, and that non-payment results in suspension or cancellation of the website, and client loses all rights to the website, unless *Creations by Lane* owners agree to make other arrangements.

II. Financial Arrangements:

- Client agrees to pay a 50% (1 of 3) non refundable deposit of the total amount from the date of beginning the contract to **Robert Lane**.
- A second payment (2 of 3) will be made by the client at 75% completion of the website, when the client is able to see the samples or completed pages on the World Wide Web (at 75% of the total work). And the last (3 of 3) payments shall be paid to **Robert Lane** after 100% of the work has been completed and the client is satisfied with the work done.
- *Creations by Lane* must receive payment and this signed contract by *Creations by Lane* agent by any monetary means agreed upon before commencement of the website job.
- Clients purchasing development of web page must make a 50% deposit upon receipt of contract. Payment must be made in full upon completion of web page, at which time the page will be uploaded to clients' site on the Internet. If client changes their mind and decides that they do not want the web designs after *Creations by Lane* create them, no money is due and the 50% deposit is NON-REFUNDABLE. Payment of the 50% deposit is work that was already done.
- Client may cancel services provided by *Creations by Lane* at anytime for a one time cancellation fee of \$250. Client fully understands that *Creations by Lane* will no longer provide services of any type once client cancels the agreement. Client understands that *Creations by Lane* may charge an additional fee if client wishes to have their site released.

III. Fee Agreement:

Website design Total \$ _____

Payment 1 of 3 \$. _____

Payment 2 of 3 \$ _____

Payment 3 of 3 \$ _____

Monthly maintenance \$ _____

Client fully understands fees and agrees to all terms and conditions _____ (initial)

IV. Changes to Policy Statement:

Client acknowledges and agrees that this Policy Statement on the website design/maintenance/promotion and or, domain name registration, including any other than website services may change from time to time and that, upon thirty (30) days posting on the Internet at *Creations by Lane* website (see URL): www.creationsbyLane.com

Sign: _____ **Date:** _____

[Print this contract agreement]

Please send the signed contract by email attachment to: Robert Lane Jr. at Robert@creationsbylane.com or fax to: 850-562-1922. For further inquiries, email.