



Website Maintenance Contract

This is a legal and binding contract between **TRW Website Design Company** (Developer) and the client listed below.

Developer

Tony Weatherman (Owner)
TRW Website Design Company
1555 Jan Lan Blvd
St Cloud, Florida 34772
<http://www.trw-webdesign.com>
tony@trw-webdesign.com
(407) 288-0087

Client Information:

Contact Name: _____

Business Name: _____

Your Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell Phone: _____

Email Address: _____

Website URL (Domain Name) _____

1. Authorization

The above named "Client" is engaging TRW Web Design Company; also known as Developer, as a website maintenance contractor for the specific amount of pre paid time for maintenance outlined herein for the contracted period of one year. This contract will outline the agreement between both parties and be executed by the developer as outlined in this agreement. All other agreements outside the scope of this contract are null and void and not to be considered as a contract of any kind.

2. Maintenance Contract Agreement

Included in the scope of this contract are limited only to what is listed herein. This contract is for an agreed upon block of time for maintenance and any work performed will be applied to this time. Any worked done within a monthly time over the purchased block of time will be billed at the regular hourly rate of \$50.00 per hour. Any work done outside the scope of this contract will be billed at the regular hourly rate of \$50.00 per hour. All contracted maintenance time must be used within a month and does not accrue or roll over to the next month. This contract is for 12 months and any cancellation requires payment in full of balance remaining.

3. Website Access

The client agrees to allow TRW Web Design Company full and complete access to the root server, and FTP access to the same. TRW Web Design Company does hereby agree to not disclose any information received from the Client or Clients website or server with anyone for any purpose outside the scope of this contract.

Hosting Company _____

Hosting URL _____

Username _____

Password _____

4. What is included in Contract

Here is what is included in this website maintenance contract.

- 1) **Text and Content Editing** – TRW will edit, update and revise any regular textual content on existing pages based on the Clients request. This can include product descriptions and existing page text content.
- 2) **Images** – TRW Will change and update any photos on the website which are not part of the actual design of the website. These can include product pictures and pictures displayed on an existing page.
- 3) **Consultation** – TRW Web Design will discuss and offer guidance on the use and needs of the website and offer consultation to help the website succeed.
- 4) **Website Back Up** – TRW will perform and maintain a full backup of the client’s website for the duration of this contract. Final backup will be delivered to client upon completion and satisfaction of this contract.

5. What is not included in this Contract

Here is what is NOT included in the scope of website maintenance and not included in this contract. These services are available through TRW Web Design Company and can be purchased at the regular hourly rate, or under specific contracts under certain services.

- 1) **Website Redesign** – This means changing the overall structure, code or actual layout of the website, changing colors in the main design, or changing navigation. These services do not fall under the scope of this contract but are available by TRW and can be purchased additionally through TRW Website Design.
- 2) **Search Optimization** – this means changing any part of the meta tags, code or alt tags of an existing page of the website. These services do not fall under the scope of this contract but are available by TRW and can be purchased additionally through TRW Website Design
- 3) **Social Marketing or Maintenance** – This means changing, editing or adding any content or photos to any Social Media such as Facebook, MySpace, and Twitter, LinkedIn or YouTube or any other social website.

These services do not fall under the scope of this contract but are available by TRW and can be purchased additionally through TRW Website Design

- 4) **Website Development** – This means any installation or integration of any website scripts including but not limited to shopping carts, blogs, forums, photo programs or any other program that calls for installation or integration..
- 5) **Graphic Creation** – This means creating, editing or changing any graphical element of the existing website including but not limited to navigational buttons and logos. These services do not fall under the scope of this contract but are available by TRW and can be purchased additionally through TRW Website Design.

6. Monthly Time and Rate

This contract will be for a continued monthly basis for Twelve (12) months consecutive and will commence upon both parties signing the contract. Below are the agreed upon time and rates per this contract.

Hours Purchased - _____

This is the amount of maintenance time purchased by the client and will be executed by the developer on a monthly basis. This amount of time will expire at the end of each month, it does not roll over, and there are no accruals. This amount represents the hours that will be charges to the client regardless if the amount of time is less in any given month. Any client requested changes that go over the hours agreed upon in this contract will be charged to the client at the **regular hourly rate of \$50.00 per hour**.

Hourly Rate - _____

This is the agreed upon discounted rate charged by the developer to the client for maintenance services under the scope of this agreement.

7. Deadlines and Deliveries

TRW Web Design Company will respond to all maintenance requests by the client, or authorized representative within one business day via telephone or email with a confirmation that the request was received and give the client an estimated time of completion for each item in the request. TRW will diligently execute all maintenance requests to meet the deadline given to the client in a timely manner. If for any reason beyond the power of the developer to complete the request by the agreed deadline, the developer will notify the client via telephone or email and explain the reason for the delay.

8. Total Agreement

This contract shall be the total agreement between the “client” and the TRW Web Design Company for monthly website maintenance. TRW Web Design Company will provide the Client with maintenance as described in this contract for a period of twelve (12) months. After that time expires a new contract will need to be drawn up.

During the duration of this contract, the Client agrees the TRW Web Design Company will be the sole provider of maintenance services for the website listed herein, and no other person or company shall have access to, or the rights to make any changes to the website.

If any other person or company, including the Client makes any changes to the website during the duration of this agreement and any errors are created, the Client agrees to pay TRW Web Design Company the regular hourly rate of \$50.00 to repair, or correct these errors.

This agreement constitutes the entire understanding between TRW Web Design Company and the Client. This agreement terminates and supersedes all prior understandings and agreement, both written and oral, on the subject matter hereof. Any changes or modifications thereto must be in writing and signed by both parties.

9. Rights of Termination

The Client may cancel this contract at anytime during the twelve (12) month period. This must be done by registered letter signature requested by the United States Postal Service. Once the cancellation request is received, the Client agrees to pay TRW Web Design Company 80% of the remaining balance.

TRW Web Design Company may cancel this contract only for failure to make payments in a timely manner by the Client. In the case of this, TRW Web Design Company will send an email and(or) telephone call to the Client notifying the Client of such action. In such a case, TRW Web Design Company reserves the right to call payment in full, and charge a late fee of 10% per month until satisfaction of payment.

10. Legal and Litigation

Any disputes arising from this contract will be litigated or arbitrated in Osceola County, Florida. This agreement shall be governed and construed in accordance with the laws of the State of Florida. Client agrees that for purposes of venue this contract, regardless of location of signing, were entered into in Osceola County, Florida and any dispute will be litigated or arbitrated in Osceola County, Florida.

In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by an authorized officer or employee of TRW Web Design Company. TRW reserves the right to remove the website, and all materials from the client server from viewing until payment is made.

This contract between the Client and TRW Web Design Company does not constitute either party as an employer, partner or principle of any joint venture with either party.

11. Payment of Fees

Payments for services to TRW Web Design Company must be made by monthly Auto-debit from a credit card to our PayPal account or by check and received by TRW Web Design Company on or before the first of each month. Payments not received on the due date are considered late and subject to a 10% late fee. The Late fee will be charged the day after late payment.

Any returned check, or declined auto-debit payment will be subject to a \$25.00 fee.

12. Payment Schedule

Listed below are the payment of fees schedule and agreement by both parties to this contract.

The total amount of this contract for the twelve (12) months period is _____

Discount amount of this contract if paid in advance is _____

Monthly Payment Option

Payments in the amount of _____ shall be paid by the client to TRW Web Design Company on or before the _____ day of each month. These fees will be made available by auto debit or paid by check. The payment is considered late on the next day of payment. If the client chooses the auto debit option, there will be a 3% charge added to the contract for this service.

13. Authorization

The undersigned parties agree to the terms of this contract on behalf of his/her organization.

Client (Authorized Representative)

_____ Date: _____

TRW Web Design Company (Authorized Representative)

_____ Date: _____

This contract is binding by the date signed by both parties. The maintenance work will begin on the date first payment is received by TRW Web Design Company.