

Contact Name: _____

Phone: _____

Company/Client: _____

Address: _____

City: _____ State: _____ ZIP _____

E-mail address: _____

Present WWW URL (if any): _____

It is our understanding that you would like to engage our company to perform various services for your company. The following is our proposal for such and engagement.

1. Authorization. The above-named client is engaging Handwork Designs, located at 709 Iris Ct., Brentwood, California 94513, as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the web hosting computer of Handwork Designs or Company/Client's web space on a web hosting service's computer. Company/Client hereby authorizes Handwork Designs to access this account, and authorizes the web hosting service to provide Handwork Designs with "write permission" for Company/Client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. Company/Client also authorizes Handwork Designs to publicize their completed website to Web search engines, as well as other Web directories and indexes.

2. Standard Website Package Elements. (For Standard Website Packages Only.) Handwork Designs includes the following elements in their Standard Website Packages:

- Words of text supplied by Company/Client (200 words per page approximate maximum if not supplied via diskette. WebPages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)
- Links to external pages, up to an average of 3.5 per page.
- Custom Graphics Package. Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- Photos and other misc. graphic images supplied by Company/Client (up to an average of 1.3 included per page in standard websites and "regular" online store pages, in addition to masthead and top-of-page graphic. Color originals larger than 5" x 8" are extra).
- Installation of web pages on Handwork Designs web hosting service.
- Minor updates and changes to existing web pages for six months, subject to the limits outlined below. Additional changes billed at hourly rate. For online stores, this includes only "regular" pages, not product pages or the ordering system pages.
- Site publicity Initial blast will be to over 70,000 search engines world wide. Monthly site submissions for 1 month free of charge with site purchase for 11 additional months.
- **E-mail response link** on each webpage to any e-mail address Company/Client designates.

3. Standard Website Packages. The content of the web pages will be supplied by Company/Client. This website includes up to **5 pages, Including (1)Home, (2)About us, (3)Contact us (base contact page), (4)Portfolio (Standard gallery – 6 pictures), or products**

and services, and (5) Privacy statement. Graphics or photos beyond the allowed average of 3.5 per webpage shall be billed at an additional \$32 each (except gallery limited to 50 photos).

YES / NO If you desire the advanced gallery for an additional fee of \$475 you can see the live demo at www.verticalhandworkdesigns.com/Gallery/default.asp - any enhancements from this is \$65 per hour. Features currently include:

- Create galleries
- Edit galleries
- Delete galleries
- Browse galleries
- Search galleries
- Upload images
- Add image descriptions
- Edit image descriptions
- Delete images
- Display full image details
- Auto thumbnails
- Dynamic Filters
- Full view images
- Download images
- Print images
- View images fullscreen
- Image transitions
- Image effects
- Add Gallery Descriptions
- Download image counter
- Web based Admin
- Upload more than one image at a time
- New scaling options
- Auto slideshow feature

YES / NO The Advanced contact page is an additional fee of \$375 – up to 25 data fields are allowed

4. Compensation, Hourly Rate Charges, Payment of Fees and Account Maintenance.

The total contract amount for the initial Web design is \$_____.

Fees to Handwork Designs are due and payable on the following schedule: the total price of the initial web design services is \$_____. The initial retainer of \$_____ due and owing upon the signing this contract, representing 50% of the total contract price. This amount is deemed earned upon payment as it is recognized by client that Handwork Designs will incur reasonable and necessary expenses and reserve adequate time necessary to service client's web designing needs.

The remaining balance is due when the web pages have been constructed according to Client's original written specifications, or at the deadline of 2007 (which ever comes first). If the total amount of this contract is less than \$1,000.00, the total amount shall be paid upon signing this contract. In case Company/Client has not secured Web space on a web hosting service by the time the web pages are completed, the web pages may be delivered to Company/Client on diskette or attached to an e-mail message. Advertising the pages to Web search engines and updating occur only after the final payment is made. All payments will be made in US funds.

This agreement includes minor webpage maintenance to regular web pages over a six-month period, including updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If Company/Client or an agent other than Handwork Designs attempts updating Company/Client's pages, time to repair web pages will be assessed at the hourly rate, and is not included as part of the updating time. The six-month maintenance period commences upon the date Company/Client signs this contract.

Changes requested by Company/Client beyond those limits will be billed at the hourly rate of \$65 pr hour. Handwork Designs bills in one quarter hour (.25) increments. This rate shall also govern additional work authorized beyond the maximums specified above for such services as general Internet orientation education, marketing consulting, webpage design, editing, modifying product pages and databases in an online store, and art, photo, graphics services, and helping Company/Client learn how to use their own webpage editor. CGI programming charges (if any) are not included in this rate.

Client will be billed on a monthly basis. If an amount remains delinquent 30 days after its due date, client agrees to pay interest on all unpaid amounts at the legal rate of TEN PERCENT (10%). On any account more than 60 days overdue, Handwork Designs reserves the right to remove WebPages from viewing on the Internet until final payment is made.

6. Changes to Submitted Text. Please send us your final text. Time required to make substantive changes to Company/Client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate.

7. Web Hosting. Client understands that any web hosting services may require a separate contract with a web hosting service outside of Handwork Designs at additional price. If Company/Client chooses another hosting package outside of VHD, agrees to select a web hosting service which allows Handwork Designs full access to the website and a cgi-bin directory via FTP. Company/Client further understands that if the web hosting service's operating system is not a Windows system, standard ASP (Active Server Pages) software may not work, and providing a substitute may incur additional charges. Company/Client

8. Completion Date. Handwork Designs and Company/Client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than , 2007.

If Company/Client does not supply Handwork Designs complete text and graphics content all web pages contracted for within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If Company/Client has not submitted complete text and graphics content within two months after signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the website is advertised.

9. Assignment of Project. Handwork Designs reserves the right to assign subcontractors to this project to insure the timely and satisfactory completion of the project.

10. Legal. Handwork Designs does not warrant that the functions contained in these web pages or the Internet website will meet the Client's business requirements nor can Handwork Designs guarantee that successful completion will result in increased sales, additional clients, increased customer traffic, increased revenue or increased profitability for client's business. Accordingly, Client specifically recognizes that Handwork Designs NO REPRESENTATIONS OR WARRANTY EITHER EXPRESS NOR IMPLIED THAT THE WEB SITE DESIGNED WILL BE FIT OR MERCHANTABLE FOR CLIENT'S BUSINESS AND THE CLIENT DISCLAIMS ANY AND ALL WARRANTIES EITHER EXPRESS OR IMPLIED OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE. CLIENT AGREES THAT THE SOLE AND EXCLUSIVE REMEDY FOR A NON PERFORMING WEB SITE SHALL BE REPLACEMENT OF THE WEB SITE OR, AT THE OPTION OF HANDWORK DESIGNS, REFUND OF THE CONTRACT PRICE, MINUS ALL OUT OF POCKET EXPENSES. The parties agree and acknowledge that the price of this agreement would be great if Handwork Designs undertook more extensive liability. Furthermore, Client recognizes and agrees that the operation of the web pages will be not be uninterrupted or error-free. In no event will Handwork Designs be liable to Company/Client or any third party for any damages, including any lost profits, lost revenue, loss of business good will or other incidental, consequential or special damages or general arising out of the operation of or inability to operate these web pages or website, even if Handwork Designs has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11. Copyrights and Trademarks. Client represents to Handwork Designs and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Handwork Designs for inclusion in web pages are owned by Client , or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, indemnify, protect, and pay for all costs to including reasonable attorney's fees to defend Handwork Designs and its subcontractors from any claim or suit arising from any action resulting from the breach of this representation by Client, whether made with or without the prior knowledge of client.

12. Laws Affecting Electronic Commerce. From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Company/Client agrees that Company/Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Handwork Designs and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Company/Client's exercise of Internet electronic commerce.

13. Copyright to WebPages. Copyright to the finished assembled work of web pages produced by Handwork Designs is owned by Client. Upon final payment of this contract, Client will be assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to Client, and remain the property of their respective owners. Handwork Designs and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

14. Litigation, Attorneys' Fees Jurisdiction and Venue. In the event that litigation becomes necessary to enforce any of the terms of this agreement or if collection efforts are undertaken to collect any amounts due and owing pursuant to this agreement, then client agrees to pay to Handwork Designs, all collection costs and attorneys' fees and litigation costs incurred by Handwork Designs. The parties further agree too and consent to jurisdiction and Venue in the Superior Court for the State of California, County of Contra Costa in the City of Martinez, State of California.

16. Sole Agreement. This agreement becomes effective only when approved and signed by Handwork Designs. The agreement contained in this "Website Design Contract" constitutes the sole agreement between Handwork Designs and Client regarding this website. Any additional work not specified in this contract must be authorized by Handwork Designs in a written and approved change order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Continued services after that time will require a new agreement.

17. NOTICES. All notices shall be sent by client to Handwork Designs, 709 Iris Ct, Brentwood, CA 94513, phone (925) 513-7350. All notices to client shall be sent to the address designated at the front of the agreement.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business and further warrants that the undersigned has the authority to bind the company or organization to this agreement.

On behalf of Company/Client (authorized signature):

Client _____ Date _____

Guarantor: _____ Dates _____

On behalf of Handwork Designs (authorized signature)

_____ Date: _____

Client Information

Legal name of client: _____

Name of person signing (please print): _____

If a proprietorship, name of owner: _____

If outside United States, country and postal codes: B/A

Telephone number of client: _____

Facsimile number of client: _____

E-mail address of client: _____