



## Contract for Services

Thank you for choosing Out of Nowhere. We pride ourselves on creating collaborative, mutually satisfying relationships with our clients. The best way to begin a positive relationship is through clear communication. That is why we developed this contract.

### TERMS OF AGREEMENT:

#### Authorization

Responsible Party: \_\_\_\_\_ ("The Client"),

located at (address) \_\_\_\_\_,  
is hiring Out of Nowhere ("OON"), located at 1108 W. Jessamine Street, Fort Worth, Texas 76110, to provide website development, hosting, consulting, or other work. The Client hereby authorizes OON to access any accounts required to complete projects or assignments.

#### Term and Termination

This Contract may be terminated without cause by either party upon thirty (30) days written notice to the other party. Termination of Contract may result in termination of all current and future services to The Client by OON.

#### Project Scope

A Project Scope is a document that outlines a project's tasks and terms of completion. A Project Scope may also be called a proposal or estimate. Any work requested beyond a Project Scope must be outlined in writing and approved by OON. All work performed after a project is closed will be billed at OON's standard hourly rate. This Contract is to be used in conjunction with Project Scopes and non-estimated assignments (billed hourly). This Contract can be used with more than one assignment or project.

#### Client Contact

When working on a project, it is very important that communication be clear. The Client agrees to designate a single contact person through whom all instructions, approvals, changes and edits must go. The client agrees to be added to OON mailing list.

#### Domain Name

The Client is fully responsible for the renewal of domain names. OON is not responsible for the costs or notification of domain name renewal.

#### Subcontracting

OON reserves the right to hire professional, qualified subcontractors.

#### Payment of Fees

OON accepts only US funds. Fees to OON are due monthly or as otherwise agreed in writing.

#### Rates

OON's hourly rates for services are determined by the type of services provided. Hourly rates are calculated in 5 minute increments. There is a minimum monthly charge of \$10.00 for hourly work performed in a single month.

Standard Rate	\$100.00 per hour
Project Rate	\$75.00 per hour
Rush Rate	\$200.00 per hour



## Website Hosting

OON leases web hosting services from highly rated, reliable Independent Hosting Service Providers ("IHSP"). OON is not responsible for the actions of the IHSP and cannot guarantee the quality of service from the IHSP.

The Client agrees to monitor its own website(s) and make OON aware of any interruption or problem in service. OON does not monitor each website and therefore may not be aware of any interruption of service.

The Client agrees not to use OON hosting/email services:

- to publish any adult, dating, or pornographic content.
- to publish any type of hateful, defamatory, or illegal content.
- for any illegal purpose.
- for hacking or violating the privacy of others.
- to distribute malicious software (knowingly or recklessly).
- to send SPAM (unsolicited email).
- to send mass mailings.
- to gather, collect, monitor, or access any data without the owner's permission.

It is the Client's responsibility to ensure that all website software is kept updated. OON requires administrative access to conduct periodic audits of website software. If the website software is not updated, OON can either update the software or suspend the site. Costs associated with updating the software will be the Client's responsibility.

Email forwarding is allowed for intra-domain emails only. Forwarding email to a third party email address is not allowed. This practice harms our shared IP address reputation.

OON may need to periodically update its website hosting services to maintain the safety and security of the server and its hosted websites. This may cause brief interruptions to service.

If The Client secures hosting outside of OON, additional charges (outside a Project Scope) may be incurred. OON does not guarantee all websites will work on every web host server.

## Delinquent Payment of Fees

All payments must be received by the invoice due date to avoid a \$15.00 late fee. Returned checks will be assessed a charge of \$35.00 and may be submitted for collection. OON reserves the right to stop work on a website and/or remove the website from viewing on the internet until payment is made in full. In the event collection proves necessary, The Client agrees to pay all fees incurred by the collection process. If an invoice remains unpaid for more than ninety (90) days, OON reserves the right to seek equitable relief from a court of competent jurisdiction.

## Website Backup

It is the sole responsibility of The Client to backup its websites and store these files. OON is not responsible for creating, maintaining, or storing backup copies of The Client's website(s), unless The Client has purchased a service providing backups.



## Refund Policy

**Deposits on Projects:** Written request for a refund must be acknowledged as received by OON within thirty (30) days from the date its associated Project Scope was signed. Any work completed and/or expenses incurred prior to the receipt of such request shall be billed at OON's standard hourly rate and deducted from the refund. The balance shall be returned to The Client. If, at the time of the request for refund, work has been completed beyond the amount covered by the deposit, The Client shall be liable to pay for all work completed at OON's standard hourly rate. No portion of The Client's deposit on a project will be refunded unless written application is made within thirty (30) days of signing a Project Scope. OON allocates staff and time resources for a project and may refuse other work while holding a space for The Client's project.

**Prepaid Monthly Services:** Refunds for prepaid monthly services will be given upon acknowledgement of receipt of a written request for refund. No partial month refunds are given. Refunds are available for future months before any service is provided. Requesting a refund will terminate monthly services.

## Laws Affecting the Internet

From time to time, governments (federal, state, or local) may enact laws and levy taxes and tariffs affecting internet business. The Client is solely responsible to comply with such laws, taxes, and tariffs, and will hold harmless, protect, and defend OON and its subcontractors from any claim, suit, penalty, tax, or tariff arising from The Client's actions or inactions.

## Copyrights and Trademarks

The Client represents to OON and unconditionally guarantees that The Client has permission to use any elements of text, graphics, photos, videos, designs, trademarks, or other creative work furnished to OON. This means that each element is owned by The Client, or that The Client has permission from the rightful owner to use each of these elements. The Client will hold harmless, protect, and defend OON and its subcontractors from any claim or suit arising from the use of such elements furnished by The Client.

## Copyright to Website

Copyright to the finished assembled work of a website produced by OON is owned by OON until final payment, upon which The Client is assigned rights to use (only as a website) the design, graphics, and text contained in the finished assembled website. Rights to all original work by OON, including but not limited to photos, graphics, source code, work-up files, and computer programs, are specifically not transferred to The Client, and remain the property of OON. OON and its subcontractors retain the right to display graphics and other web design elements of their work in their respective portfolios.

## Limit of Liability

The nature of the internet (and technology involved) is always changing and subject to many influences (such as blackouts, weather, security failures, business failures, changes in code, hardware, etc.). No one can predict with certainty what changes will develop and how these developments will affect current technology. OON does not warrant that the functions of a website or host server will continue as developments in technology occur, or that the operation of websites will remain uninterrupted or error-free.

OON cannot guarantee that a website will meet The Client's requirements for success. In no event will OON be liable to The Client or any third party for any damages, including any lost profits, lost savings, or other incidental, consequential, or special damages arising from the operation of or inability to operate website, even if OON has been advised of the possibility of such damages.



### Dispute Resolution

It is the policy of OON to encourage resolution of any dispute through Good Faith Negotiation. The Client and OON agree that, before resorting to any formal dispute resolution process related in any way to this Contract, Project Scope, or services rendered, both parties will first engage in Good Faith Negotiation. If a resolution to a dispute cannot be achieved through Good Faith Negotiation, The Client agrees to continue dispute resolution through mediation. OON and The Client will secure a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally, although personal attorneys, witnesses, or specialists are the direct responsibility of each party and their fees and expenses shall be the responsibility of the individual parties. The place of mediation shall be Fort Worth, Texas. If mediation does not successfully resolve the dispute, then each party may seek equitable relief from a court of competent jurisdiction.

### Agreement

Regardless of the place of signing this agreement, The Client agrees that for purposes of venue, this contract was entered into in Tarrant County, Texas.

If any provision of this Contract shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from this Contract and shall not affect the validity and enforceability of any remaining provisions.

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

On behalf of The Client (authorized signature):

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Name (Printed)

\_\_\_\_\_ Title