"Candy Apple Web Design" – Website Design and Setup Agreement Contract

1. Parties Involved
-Designer (hereto forth referred to as "The Company"):
Tina Valle
P.O. Box 750982
Las Vegas, Nevada 89136
Phone: 702.427.7934
Email: tinasark1@gmail.com

-**Customer Information:**
Name: _____

Phone: _____

Street Address: _____

City, State, Zip: _____

Fax: _____

Email: _____

Website URL (if available): _____

2. Website Package Number/Name: _____
*Initial Setup/Setup Fees (listed on website) plus any extras (Extras will be discussed and agreed upon by both parties *before any work is done*. Any additional fees from such extras will be billed separately). Payment can be made in person via cash or check, mailed or preferably made online at www.paypal.com (to this email address: tinasark1@gmail.com) and is expected within ten (10) days of date. Payment for setup is due before website is created.
3. Setup: Initial Setup, design and layout of your site. For a specific list, visit The Company's Details and Rates - Candy Apple Web Design page.
4. Additional Maintenance: Hourly rate ($35.00) is subject to change without notice. Maintenance must be paid upon request of changes from Customer. The Company will quote in writing the cost of your maintenance and will expect payment before such changes are begun. Current rates are posted on Details and Rates - Candy Apple Web Design
5. Customer understands that he/she prepays for initial setup.
-Refund Policy: Money back guarantee in the first 15 days of contract signing if not satisfied (with the exception of 50% of the initial setup fees).
-Customer also understands limitations due to the Main Source Web Host and their policies; and will not hold www.CandyAppleWebDesign.com or its employees liable for hosting issues. The Company is not responsible for website down time, as we are the designers and not the Main Source Web host.
-The Company holds no guarantee of success on Customer's website.
-Customer will not hold The Company liable for any changes in deleting or adding of accounts setup for website.
-Customer may take over the creation and maintenance of their own website at any time they choose. In such a case, The Company's logo must be removed immediately.
6. Non-Payment: Designer holds the right to delete or make the website unavailable at any time, due to nonpayment of annual or additionally incurred billing fees. Customer has five (5) days to send payment or site may be deleted or made unavailable for web viewing by The Company.
7. Service Discontinuation: Should The Company need to discontinue service for any reason, Customer will be given a fifteen (15) day notice via mail, email, and fax. In such an unlikely event, should the customer inform designer that they plan to continue hosting and maintaining their website on their own,

Designer will share information on all software used to maintain site. Refunds of any prepaid maintenance will be given to Customer.

If the customer chooses to discontinue their service, he/she must give The Company a fifteen (15) day notice via mail, email, and fax. Upon leaving our company, customer will be given all information used on their website (at their request).

8. User Names and Passwords: Customer will be given all user names and passwords acquired for all accounts relating to their website once they leave The Company. Should the customer do any editing inside of any account on their own, he/she will not hold The Company liable or responsible for Customer's additions, changes, deleting, or any other Customer made changes to their website. We do not allow customers to change in any way, add to or edit their website while we are the webmaster.

9. Ownership of URL/Domain Name URL: _____

Should The Company pay for the URL, The Company holds ownership of URL. If customer pays for URL (domain name), then the customer owns the URL. URL's owned by The Company may be negotiated for sale to the Customer at any time.

10. Agreement CONTRACT:

Signed this _____ day of _____, 20__ and delivered to The Company in person or via email, mail or fax.

This contract is binding, whether via electronic signature or physical signature.

I understand the above contract and agree to its terms:

Customer/s: _____ **(Print Name and Date)**

Customer/s: _____ (Signature)

Customer/s: _____ **(Print Name and Date)**

Customer/s: _____ (Signature)

Please complete the information required, print this page and mail to tinasark1@gmail.com

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