



# ***Candlelight Web Design, LLC***

8117 Haven Street, Denton, MD 21629  
Phone: 410-820-2042 Fax 410-479-1532



## **TERMS AND CONDITIONS**

### **DELIVERY OF CONTENT**

This agreement assumes that CLIENT will provide all text in electronic format (.doc, .pub.txt, or .wpd) on computer disc, email or made available by ftp. All photographs and other graphics are to be provided in high quality print suitable for scanning or on a computer disc in a standard graphic format (TIFF, JPEG, GIF, BMP, or PNG). All computer discs will be returned to the CLIENT upon job completion. Text on typed pages is acceptable but CLIENT will be charged a transfer fee of \$10.00 per page of text.

### **COPYRIGHT AND PERMISSION**

It is the sole responsibility of the CLIENT to obtain all necessary permissions and authorizations with regard to the use of all copy, graphic images, company logos, trademarks and or any other supplied material. Every contracted work will be seen as a guarantee that all such permissions have been obtained.

### **LIMITATIONS**

This agreement includes custom code related to page design, layout and functionality that is property of CANDLELIGHT WEB DESIGN, LLC (CWD). Such code is licensed to the CLIENT for use only as installed by CWD and only for this one site. This code may not be distributed modified or copied with out express written consent of CWD under Intellectual Property Laws.

### **ACCESS & RIGHTS**

CWD must be granted access to the server directory where the design is to be placed. By signing this agreement, it is also granting CWD full "on demand" access to the installed files. CLIENT further agrees that CWD shall have the right to remove "our" design from public view for failure to adhere to the terms of this agreement. These could include violating licensing agreement or failure to pay fees duly assessed.

## **EXEMPTION**

CWD cannot and will not be held responsible for modifications, alterations, or deletions made by any third party. CLIENT acknowledges and agrees that CWD has no control over and will not be liable for the unlawful acts of others who access CLIENT'S installed and publicly posted materials.

## **DESIGNER "BRANDING"**

CLIENT agrees that a link will appear at the bottom of each page in the CLIENT'S site. Link will be in the form of a very small graphic and/or text link.

## **RIGHT OF REFUSAL**

CWD reserves the right to refuse service for any content deemed inappropriate, illegal or immoral. CWD may cancel this agreement for failure of CLIENT to abide by these terms.

## **SUBMITTED FOR YOUR APPROVAL**

CWD will post all site work done to our server for review by CLIENT. This will allow the CLIENT an opportunity to review the appearance and content of scripted material. All custom programming and custom graphics including logos, animations and flash programming provided for CLIENT per the original contract will be considered as part of the finished product even if the CLIENT decides not to use. If the CLIENT request changes outside the limits of original contract, CLIENT agrees to pay CWD web design fees on a per hour basis. Unless CWD is notified via email within ten (10) days of posting review, CWD will consider the material deemed acceptable by the CLIENT. Payment of the fee balance will then become due.

## **POSTING TO SERVER**

Upon payment of balance, CWD will post (install) pages to CLIENT'S server (site location). This may take several days depending on the setup times and server side changes that need to be made.

## **SERVICE INTERRUPTIONS**

CLIENT acknowledges and agrees that CWD cannot guarantee constant service because of the variables involved. Circumstances beyond our control include but are not limited to service interruptions caused by Acts of God, telecommunications system failures and server problems.

## **MAINTENANCE PLANS**

CWD will provide maintenance plans for CLIENT at a predetermined fee if said CLIENT request said plan. If CLIENT requests any changes above and beyond the original contract, said CLIENT will pay CWD at the normal per hour web design rate.

## **SUBJECT TO CHANGE**

Terms and conditions Agreement is subject to change without prior written notice by CWD (includes prices for services).

## **GOVERNING LAWS**

This agreement shall be governed by the Laws of the State of Maryland, which shall claim venue and jurisdiction for any legal motion claims arising from this Agreement. This agreement is voids where prohibited by law.

## **ACCEPTANCE OF TERMS**

Placing an order or contracting CWD for web design or graphic design will be regarded as acceptance of these Terms and Conditions. Placing an order with CWD can initially be done by email but must be confirmed by postal mail which will include a signed copy of this agreement.

## **FEES**

Fees due are payable by check, money order or credit card via Pay Pal. The initial payment of 25% being due upon signing this agreement. The balance will become due upon completion of the contracted work in accordance with the CLIENT'S original written specifications. Final payment must be received before the site will be "live". Returned checks will be subject to a \$35.00 charge. All overdue accounts will be assessed an 18% annual late fee.

By signing, you agree that you have read, understood and agreed with all portions of this Terms Of Service Agreement listed above. This is to indicate that you have in fact read the Terms Of Service and is a confirmation that a service is being sought after by you (The Client):

CLIENT Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Name (printed) \_\_\_\_\_

Title (printed) \_\_\_\_\_

Phone \_\_\_\_\_

FAX \_\_\_\_\_

Company/Client \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ ZIP \_\_\_\_\_ Country \_\_\_\_\_

E-mail address \_\_\_\_\_

CWD representative: \_\_\_\_\_ Date: \_\_\_\_\_

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