

# SHAUN FURLONG

## Website Services Agreement

This Agreement is made effective as of the latest dated signature below, by and between

located at \_\_\_\_\_,

and **Shaun Furlong**, located at 7606 S. Cove Circle, Centennial, Colorado 80122. In this Agreement the party who is contracting to receive services shall be referred to as **the Client** and the party who will be providing the services shall be referred to as "**Shaun Furlong**".

1) **DESCRIPTION OF WEBSITE SERVICES.** Shaun Furlong will provide the following Website Services:

- a) Coordination of procurement on Client's behalf of Domain Names and/or Hosting Services necessary to permit Internet viewing of Client's Website.
- b) Consultation, planning and implementation of a business Website design or redesign consisting of up to \_\_\_\_\_ web pages.
- c) Creation of web page code necessary to produce web pages, according to prevailing Industry Standards, in order to permit any competent webmaster(s) to maintain and modify the web pages with reasonable independence.
- d) Creation and/or re-creation of graphic artwork and text content necessary to produce web pages.
- e) Creation of hyperlinks necessary to permit navigation between Website pages.
- f) "Publishing" of HTML files to Client's Website hosting service necessary to permit Internet viewing of Client's Website.

2) **LIMITATION OF SERVICES.** Shaun Furlong may, at his sole discretion, suggest to, or consult with the Client regarding related Internet and Website services not provided by Shaun Furlong, but helpful or beneficial the success of the Client's Website. All agreements, payment and billing arrangements arrived at between the Client and any recommended third party service companies, including Domain Name Registries and Website Hosting Services, are separate agreements, and not a part of this Agreement. Specifically, Shaun Furlong is under no binding obligation to the Client to recommend, procure or provide:

- a) Internet Connection Service (Internet Service Providers)
- b) Computer Hardware, Software and/or Operation Services
- c) Training of the Client or the Client's personnel.
- d) Marketing of the Client's Website, including Internet Search Engine/Directory Optimization and Submissions.

All such consultations, services and recommendations are optional, and are provided as a courtesy to the Client, unless provided for under separate written agreement.

3) **PAYMENT FOR SERVICES.** The Client will pay compensation to Shaun Furlong for Website Services as follows:

Total Amount for Services:     \$ \_\_\_\_\_

Initial Deposit (50%):             \$ \_\_\_\_\_

Balance (50%):                     \$ \_\_\_\_\_

The Initial Deposit is due and payable on execution of this Agreement. The Balance is due immediately upon completion of Website Services, as defined in Section 1 above.

If, for any reason, the website design is complete, but Shaun Furlong is awaiting content to be provided by the Client, or agents of the Client, Services shall be considered complete under the terms of this Agreement and the Balance will be due and payable on request. In that event, Shaun Furlong agrees to complete the website,

including the publishing of the website on the Internet, in good faith and with alacrity, at no additional charge, after the remaining content is received from the Client.

- 4) **WARRANTY.** Shaun Furlong warrants that Website output will be free from defect or obsolescence for one (1) year from the publish date.
- 5) **WORK PRODUCT OWNERSHIP.** Any copyrightable work, ideas, discoveries, inventions, patents, products, or other information developed in whole or in part by Shaun Furlong in connection with the Services shall be the exclusive property of Shaun Furlong.
- 6) **CONFIDENTIALITY.** Shaun Furlong will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Shaun Furlong, or divulge, disclose or communicate in any manner any information that is proprietary to the Client. Shaun Furlong will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.
- 7) **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- 8) **LIMITATION OF LIABILITY.** In no event shall Shaun Furlong be liable for any damages, including without limitation any direct, indirect, incidental, special or consequential damages, in any amount in excess of the Payment for Services covered by this Agreement.
- 9) **SEVERABILITY.** If any provision of the agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

\_\_\_\_\_  
**CLIENT**

**SHAUN FURLONG**

\_\_\_\_\_  
Name of Responsible Party (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date