

Terms and Conditions

This agreement is made between Daisy Avenue Designs (heretofore referred to as the Company) and the party contracting the services (heretofore referred to as the Client), and becomes effective upon the date that the Company accepts this signed agreement (via postal mail or fax) from the Client requesting services.



CONTENT: The Company assumes that all content is provided by the Client. Hourly fees will apply if Client requests the Company to supply content or if research is needed.

All photos and other graphics are to be of high quality print suitable for scanning or electronically available in standard formats including: .JPEG, .GIF, .BMP, .TIFF or Adobe Illustrator native format (AI).

COPYRIGHT: The Client guarantees the Company that any elements of text, graphics, photos, designs, trademarks or other artwork furnished to the Company for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. Client will protect and defend the Company and its subcontractors from any claim or suit arising from the use of such elements provided by the Client.

Content is copyrighted to the Client, but the custom HTML coding, programming, and graphics containing such content is and will be copyrighted to the Company and may not be distributed, modified or re-licensed without the express written consent of the Company. The Company and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolio. All graphics, photos and content provided by the Client remain the property of the Client.

ASSIGNMENT OF PROJECT: The Company reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

DESIGNER LINK: Client agrees that the Company's link will appear at the bottom of each page on the Client's site for as long as they use the Company's design with exceptions to pages supplied by or designed by others (pre-existing sites). Link will be in the form of a text link.

COMPLETION OF JOB: The Company and the Client must work together to complete the web site in a timely manner. The Company agrees to work expeditiously to complete the web site no later than _____. If the Client does not supply the Company complete text and graphic content for all web pages contracted within six weeks of the date this contract was signed, the entire amount of the contract becomes due and payable. If the Client has not submitted complete text and graphics content within two months after the signing of this contract, an additional continuation fee of 10% of the total contract price will also be assessed each month until the web site is completed or this contract has been terminated by both parties. Termination of contract in this manner will require full payment of the contracted amount due.

PAYMENT OF FEES: Fees to the Company are due and payable on the following schedule: 50% upon signing this contract, 50% when the web pages have been constructed according to the Client's original written specification. If the total amount of this contract is less than \$500, the total amount shall be paid upon signing this contract, or an addendum must be attached. Hourly charges will be invoiced separately for any time spent on work past the original estimate.

Pages will be uploaded to our server for final approval. Once the balance is paid, completed work will be transferred either to Client's server or in cases where the Client does not yet have a server, files will be delivered to the 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 and if the site has been hosted. Client may request CD copy of their web pages for an additional fee. All payments will be made in Canadian funds.

BUSINESS NOTIFICATION: Client agrees to notify the Company if they go out of business, hire another designer to take over, or their website is taken down for any reason. Failure to comply will result in immediate termination of contract/services.

PENALTY FEES: In order for the Company to continue business, payments must be made promptly. Delinquent bills will be assessed a \$15.00 charge if the payment is not received by the due date. If an amount remains delinquent 30 days after its due date, an additional 10% penalty will be added for each month of delinquency. The Company reserves the right to remove the web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the Client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by a representative of the Company. Regardless of the place of signing this agreement, the Client agrees that for purposes of venue this contract was entered into in Mississauga, Ontario, and any dispute will be litigated or arbitrated in Mississauga, Ontario. Please pay on time. Bounced checks will result in a \$30 penalty fee.

TERMINATION OF SERVICES: Either party has the right to cancel the remainder of this contract in writing 30 days prior to cancellation. Balances for finished work must be paid within those 30 days. Termination notices may be sent via fax or postal mail.

Upon termination of contract, Company reserves the right to cancel all services with Client, including hosting.

By signing this agreement, you agree that you have read, understood and agreed with all portions of this Terms Of Service Agreement listed above.

Client Signature: _____ Date: _____

Contact Name (Printed): _____

Title (Printed): _____

Phone: _____ : Fax: _____

Company Name: _____

Address: _____

City: _____

State/Province: _____ Zip/Postal Code: _____ Country: _____

Email Address: _____

The following is to be signed by the Company's contact person. Once signed, a copy will be returned to the Client:

Daisy Avenue Designs Representative: _____

Date: _____