

# Creative Websites Inc.<sup>sm</sup> ("CWI")

When the Best is Barely Good Enough <sup>sm</sup>

## Client Engagement for Services Rendered Agreement Website Update and Enhancements for a Site Not Produced by CWI\* (The "Agreement")

|                   |  |
|-------------------|--|
| _____             | Date                                     |
| _____             | Company Name ("Client")                  |
| _____             | Name ("Client")                          |
| _____             | Date of Birth                            |
| _____             | SSN and/or EIN                           |
| _____             | Email Address                            |
| _____             | Physical Address                         |
| _____             | City, State ZIP                          |
| _____             | Mailing Address                          |
| _____             | City, State, ZIP                         |
| _____             | Business Phone                           |
| _____             | Cell Phone                               |
| _____             | Home Phone                               |
| _____             | Fax                                      |
| _____             | Service Rendered - *Updates/Enhancements |
| \$ _____          | Cost                                     |
| \$ _____ on _____ | Payment Terms                            |
| \$ _____ on _____ | Final Payment and Due Date               |
| _____             | Hours contracted for this Agreement      |
| _____             | Anticipated Completion Date              |

### Terms and Conditions

1. Creative Websites Inc. (CWI) is an Independent Contractor acting for its Client:
  - a. CWI has the right to produce its products in accordance with its common practices and this Agreement and agrees to follow standards given to CWI from time to time by Client.
  - b. CWI will communicate with Client every business day during the website updating process. It is mandatory that Client check the progress of the website update and make any requests or suggestions for changes to CWI by email or direct telephone contact daily before 3:00 p.m. If CWI does not receive timely daily feedback, CWI will assume that all update progress is acceptable to Client and all such changes will be final. If Client fails to provide website information, full payment is still due based on the final payment date above.**

- c. CWI has the right to train and/or hire other specialists without written authorization from Client. Any products/services produced by specialists during the contract will go towards CWI's production hours, and compensation and completion of the project(s) set forth in this Agreement. The contractor will be paid separately by CWI or by Client as set forth in this Agreement.
  - d. CWI agrees not to require or receive any compensation from the voluntary discussion, question and comment sessions offered to Client by CWI and other authorized companies or individuals. These products/services are designed to increase Client's productivity. However, there is no guarantee that Client's business will be enhanced because of the services of CWI. It is the responsibility of Client to properly market its website. CWI will provide guidelines for Client to market its website.
2. Client agrees to present the CWI products and services as set forth in official CWI literature and/or this Agreement so that there will be no misrepresentation of CWI's products and services.
3. Client agrees, as a Client of CWI, that CWI is an independent contractor, and not an employee, agent, partner, legal representative, or franchisee of Client. Client agrees that it will be solely responsible for paying all expenses incurred by CWI, including but not limited to payment for services rendered, travel, food, lodging, long distance telephone and other expenses. CLIENT UNDERSTANDS THAT CWI SHALL NOT BE TREATED AS AN EMPLOYEE OF CLIENT FOR FEDERAL OR STATE TAX PURPOSES. Client is not responsible for withholding, and shall not withhold or deduct from CWI's bonuses and commissions, if any, FICA or taxes of any kind.
4. CWI's policies and procedures and the CWI plan to complete contracted for products/services, in their original format and as may be amended by CWI and Client, and any additional products/services incorporated into and made a part of these terms and conditions in various documents and the CWI website shall be collectively referred to as the "Agreement".
5. CLIENT understands that it must be in good standing, and not in violation of the Agreement, to be eligible for the use of the products/services rendered to Client by CWI. CLIENT understands that the provisions in this document, the CWI policies and procedures, production, or the CWI referral compensation plan (see payment terms and conditions) may be amended at the discretion of CWI, and Client agrees to abide by all such reasonable amendments. Amendments shall become effective fourteen (14) days after publication through any reasonable commercial means which shall include, but not be limited to, posting on CWI's official website. The continuation of this CWI Agreement shall constitute Client's acceptance of any and all amendments.
6. The term of this Agreement is from \_\_\_\_\_, 2008, until terminated by Client and will continue thereafter from month to month as long as Client is current in its fees. This Agreement will continue as agreed upon by Client and CWI if:
  - a. Client and CWI are in compliance with this Agreement;
  - b. This Agreement has not been terminated pursuant to paragraph 7; or if
  - c. Client has not voluntarily canceled this Agreement.

This Agreement shall survive amendment as agreed upon by Client and CWI as follows:

- d. With respect to addition of products and services requested by Client;

e. With respect to change of service fees as Client acknowledges that those fees are subject to change.

Client acknowledges that CWI may change terms, conditions and services as agreed upon by both parties. Client agrees that all reasonable changes shall be accepted by Client if it benefits Client and is necessary by CWI to enable CWI to manage and maintain Client's website. Such changes may become mandatory based upon CWI's terms and conditions suppliers.

7. CWI or Client may terminate the Agreement immediately should Client breach the Agreement or engage in any conduct that, in CWI's or Client's sole discretion, could damage CWI's or Client's reputation or business. If Client chooses to terminate this Agreement during the updates to the website, the Final Payment will still be payable to CWI, and CWI will not refund any money paid to CWI for any reason, unless mutually agreed upon by both parties in writing. If CWI has started the website updates, Client may not terminate this Agreement for any reason until the fees have been paid in full. If Client pays less than 100% of the projected cost down, the balance is due upon termination by Client. In this event, CWI will stop servicing website with no refund for any reason to Client.

8. \_\_\_ If this CWI Agreement is canceled or terminated for any reason, Client understands that it will permanently lose all rights to the website updates and other products and services offered to Client by CWI.

\_\_\_ Search engine submittal may be affected by extended down time of your website.

\_\_\_ Client shall not be eligible to produce/modify CWI products and services, nor shall Client be eligible to receive commissions, bonuses, or other income resulting from any such activities.

9. Client may not assign any rights or delegate CWI's duties under this Agreement without the prior written consent of CWI. Any attempt to transfer or assign this Agreement without the express written consent of CWI renders this Agreement void at the option of CWI and may result in termination of all products/services rendered by CWI. The payment received by CWI is not refundable under any circumstances.

10. Client understands that if it fails to comply with the terms of this Agreement, CWI may, at its discretion, impose upon Client remedial action as set forth in this Agreement and on the official CWI website. If Client is in breach, default or violation of the Agreement at termination, Client shall not be entitled to receive any further products or services from CWI.

11. CWI and its directors, officers, shareholders, employees, assigns, and agents (collectively referred to as "affiliates"), shall not be liable for, and Client releases CWI and its affiliates from, all claims for consequential and exemplary damages. Client further agrees to release CWI and its affiliates from all liability arising from or relating to the production, promotion or operation of any products or services paid for by Client. CWI's business methods, trade secrets, and any activities related to them (e.g., the production, training and/or presentation of CWI products/services or Compensation and Marketing Plan, the operation of a motor vehicle, the lease of meeting or training facilities, etc.), and agrees to indemnify CWI for any liability, damages, fines, penalties, or other awards arising from any unauthorized conduct that Client undertakes in operating its business. Client further agrees to release the foregoing from any health problems arising from the production of CWI products/services, or from any medical claims as a result of producing CWI products. Client further releases CWI from any damages incurred to its/his/her home, vehicle or any other damages whatsoever under any circumstances.

12. Client shall not become a production specialist/salesperson for CWI. However, referrals are appreciated and encouraged. Client shall not be an agent, independent sales person, employee or owner of any CWI entity. Client agrees not to compete with CWI for a period of two years after termination of this Agreement.
13. Client understands CWI trademarks, trade names and logos may be used only on official CWI-produced and CWI-published material. Use of CWI's intellectual property on any non-CWI-produced and non-CWI-published material requires prior written permission from CWI. Client shall not disclose any confidential information about CWI for any reason to existing CWI Clients or potential CWI Clients. Client shall not disclose any documents provided by CWI to Client for any reason except for Client's legal counsel or CPA.
14. This Agreement, in its current form and as amended by CWI and Client at their sole discretion, constitutes the entire contract between CWI and Client. Any oral promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect.
15. Any waiver by CWI of any breach of this Agreement must be in writing and signed by an authorized officer or agent of CWI. Waiver by CWI of any breach of the Agreement by Client shall not operate or be construed as a waiver of any subsequent breach.
16. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of this Agreement will remain in full force and effect.
17. This Agreement will be governed by and construed in accordance with the laws of the State of Idaho, without regard to principles of conflicts of laws. All disputes and claims relating to CWI, this Agreement, the CWI plan or its products and services, the rights and obligations of Client and CWI, or any other claims or causes of action relating to the performance of either Client or CWI under this Agreement shall, at the election of CWI, be settled either by (1) litigation in the Small Claims Court or District Court of Bonneville County, Idaho, or (2) totally and finally by arbitration in Idaho Falls, Idaho, or such other location as CWI prescribes, in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules of the American Arbitration Association, except that all parties shall be entitled to discovery rights allowed under the Federal Rules of Civil Procedure. All issues related to arbitration shall be governed by the Federal Arbitration Act. The decision of the arbitrator shall be final and binding on the parties and may, if necessary, be reduced to a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the losing party costs and expenses of arbitration or litigation, including legal fees, filing fees and reasonable costs of the arbitration or litigation. This agreement to arbitrate shall survive any termination or expiration of this Agreement. Nothing in this Agreement shall prevent CWI from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction, permanent injunction or other relief available to safeguard and protect CWI's interest prior to, during or following the filing of any arbitration or other proceeding or pending the rendition of a decision or award in connection with any arbitration or other proceeding.
18. The parties consent to jurisdiction and venue before any federal or state court in Bonneville County, State of Idaho, for purposes of enforcing an award by any court or by an arbitrator or any other matter not subject to arbitration.

19. Louisiana Residents Only: Notwithstanding the foregoing, Louisiana residents may bring an action against CWI with jurisdiction and venue as provided by Louisiana law.
20. If Client wishes to bring an action against CWI for any act or omission relating to or arising from this Agreement, such action must be brought within three (3) months from the date of the alleged conduct giving rise to the cause of action. Failure to bring such action within such time shall bar all claims against CWI for such act or omission. Client waives all claims that any other statute of limitations applies. The parties mutually agree that neither party will disparage the other in the case of any disagreement or cancellation of this Agreement.
21. Policies and Procedures and Compensation - The policies and procedures are or will be posted from time to time at [www.CreativeWebsitesInc.com](http://www.CreativeWebsitesInc.com).

- a. All products, shipping costs, methods, and product prices are subject to change without notice.
- b. If CWI produces any defective product(s), Client will need to notify CWI so that CWI can correct the problem. The problem will be corrected, if possible, within one (1) week.
- c. Please refer to the policies and procedures in this agreement and as posted on our website at [www.CreativeWebsitesInc.com](http://www.CreativeWebsitesInc.com). Client must agree to comply with all these policies and procedures. The terms are subject to change with reasonable (14 days) notice. Notice will be given via email or regular mail. It is up to Client to supply CWI with a valid email address.
- d. CWI's website is available and Client will be responsible to use and comply with the terms, conditions, and methods used by/on the website.
- e. At CWI's discretion, CWI may pay a referral fee. Such fee will be determined by CWI if available.
- f. CWI Compensation and Fees are as follows:

\$\_\_\_\_\_ Website Updates and Enhancements Fee plus Meta Tag, Keyword and Search Engine Submission includes a maximum of \_\_\_\_ hours.

\$\_\_\_\_\_ Photography Fees

\$\_\_\_\_\_ Shopping Cart Setup Fees

\$\_\_\_\_\_ Consulting Fees (\$125 per hour)

\$\_\_\_\_\_ Google Adwords Campaign (\$125 setup fee to CWI). Google fees for each campaign are separate charges, are not under the control of CWI, and are charged separately to Client by Google.

\$\_\_\_\_\_ Yahoo! Adwords Campaign (\$125 setup fee to CWI). Yahoo! fees for each campaign are separate charges, are not under the control of CWI, and are charged separately to Client by Yahoo!

\$\_\_\_\_\_ \_\_\_\_\_

\$\_\_\_\_\_ \_\_\_\_\_

\$\_\_\_\_\_ \_\_\_\_\_

By signing below Client agrees with the terms and conditions contained in this Agreement. Client also certifies that it has read, fully understands and agrees to the terms and conditions stated herein. Client agrees to always conduct its business in accordance with the CWI policies and procedures.

|       |                  |       |               |
|-------|------------------|-------|---------------|
| _____ | Client Signature | _____ | CWI Signature |
| _____ | Print Name       | _____ | Print Name    |
| _____ | Date             | _____ | Date          |

**All payments for services are due based on the terms above  
and are subject to change with 14 days notice.**

**[www.CreativeWebsitesInc.com](http://www.CreativeWebsitesInc.com)**

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