

CONTRACT FOR WEB SITE DESIGN SERVICES

The following agreement is by and between

"Provider" 21 Creations Corp.

Of (Address)

"Client"

Of (Address)

The following words used in context of the Service Contract are defined as follows:

"Provider": 21 Creations Corp

"Client": (The person or entity that is applies for Web Design Services)

The Provider agrees to provide, and Client agrees to receive, access to the Web Design services according to the following terms and conditions:

AUTHORIZATION

The above-named client is engaging Provider, a sole proprietor, as an independent contractor for the specific project of developing and/or improving a website to be installed on the client's web space on a web hosting service's computer. The client hereby authorizes Provider to access this account, and authorizes the web hosting service to provide 21 Creations Corp with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes Provider to publicize their completed website to Web search engines, as well as other Web directories and indexes.

ASSIGNMENT OF PROJECT

Provider reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

SERVICES AND PRODUCTS

SCOPE OF SERVICES

Provider includes the following elements in their Standard Website Packages:

MEETING TIME

The first two hours for meeting time to discuss web site construction, general Internet orientation, education, marketing strategy, Web design consultation will be provided free of charge. Hourly rates apply for meeting time exceeding the first two hours at an hourly rate of \$80.00 Client is responsible for the collection and preparation of related ideas, materials, photos, etc; prior meeting time.

WORDS OF TEXT

Words of text supplied by the client (200 words per page approximate maximum if not supplied digitalized. Web pages of more than 1,200 words of text may be subject to additional fees, especially if they require a great deal of formatting.)

LINKS

Links to connect web pages and links to external pages, up to an average of 2 per page.

CUSTOM GRAPHICS PACKAGE

Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background. Photos and other misc. graphic images supplied by client (up to an average of 2 included per page in standard websites, in addition to masthead and top-of-page graphic.

INSTALLATION OF WEBPAGE

Installation of webpage on the client's web hosting service

MINOR UPDATES CORRECTIONS AND CHANGES

Provider will provide minor updates to the web site for a period of 3 months. Minor updates should not exceed more than 20% content change of any single page. Maintenance and changes shall not exceed one (1) hour per month per every 6 web pages, the hourly Maintenance rate will be applied thereafter. No other parties shall have the right to change the web site during the Maintenance period. Before this included maintenance period if the Client need to do more changes will need to contract a Maintenance Web Design Services

If the client or an agent other than Provider attempts updating the client's pages, time to repair webpage's will be assessed at the hourly rate, and is not included as part of the updating time.

Definition of change request:

Client's modifications or alterations to original given instructions. All change requests will be charged at hourly rate.

Definition of corrections request:

Provider's failure to follow original given instructions. Corrections will not be charged.

SITE PUBLICITY

To at least 3 major Web search engines, such as Yahoo, AltaVista, Google

E-MAIL RESPONSE LINK

On each webpage to any e-mail address the client designates.

STANDARD WEBSITE PACKAGES

The content of the webpage will be supplied by the client and executed as specified by the client in the "Website Planning Worksheet" dated _____. This website includes up to _____ web pages and up to _____ (Master Pages) mayor banner links. In case the client desires additional standard webpage beyond the original number of pages specified above, the client agrees to pay Provider an additional \$150.00 for each additional webpage. Graphics or photos beyond the allowed average of 2 per webpage shall be billed at an additional \$25.00 each. Where custom graphic work (beyond the scope of the "Custom Graphics Package" detailed above) is requested, it will be billed at the hourly rate specified in CURRENT RATES. EXHIBIT "A"

a) The Providers service is provided on an "AS IS, AS AVAILABLE" basis. The Provider gives no warranty, expressed or implied, for the Web Design Services provided, including, and without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This no warranty expressly includes any reimbursement for losses of income due to disruption of services by Provider or its providers beyond the fees paid by Client to Provider for services.

b) Client will use the Web Design Services in a manner consistent with any and all applicable laws of the State of Florida and the US Federal Government.

c) While Provider shall make every reasonable effort to protect data stored on Client's Server(s); Provider is not responsible for Client's Data, files, or directories residing on Provider's equipment. Client is solely responsible for maintaining data, file, and directory structure backups.

PAYMENT TERMS AND CONDITIONS

The total amount of this contract is _____

a) Payment policy

50 % of the Design Estimate is due upon signed approval & delivery of Estimate and Contracts. Web Site Design services will not begin until Provider has received signed and dated contracts. Deposit is non-refundable. A cancellation within 30 days will result in a credit for future services being issued. Once designed and upon payment of the Final Invoice the Web Site will be uploaded to the World Wide Web (WWW). All expenses incurred to complete an order are the responsibility of the Client. Cancelled orders are subject to forfeit the initial 50% paid. The total payment for services rendered is due upon completion.

In the event Client fails to make any of the payments referenced by the deadline set forth in Contract, Provider have the right, but are not obligated, to pursue any or all of the following remedies:

- (1) Terminate the Agreement,
- (2) Immediately stop all works-in-progress or remove unpaid for material,
- (3) Bring legal action.

c) Provider reserves the right, in its sole discretion, to deactivate the Clients Web Hosting account(s) upon an indication of credit problems including delinquent payments.

COPYRIGHT AND TRADEMARKS

The 'Client' represent to Provider and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 'Provider' for inclusion in web site are owned by the 'Client', or that the 'Client' has permission from the owner to use each of these elements, and will hold harmless, protect, and defend 'Provider from any claim or suit arising from the use of such elements furnished by the 'Client'.

Use of 3rd party graphical element may require a statement at the bottom of the webpage acknowledging the source of the graphical element. It is agreed by both 'Client' and 'Provider' that such statement shall remain on the web site so long as the graphical element remains. Under no circumstances shall these elements be used in any other media or marketing outside the website, unless 'Client' receives direct authorization from the 3rd party.

a) Client warrants that it has the right to use the applicable trademarks of Client, and grants to Provider the rights to use such trademarks, if any, in connection with Provider's promotion of, referencing of, cataloging of, or indexing of Provider's Web Design Clients.

b) Client hereby agrees that any material submitted for publication on Provider through Clients account(s) will not violate or infringes any copyright, trademark, patent, statutory, common law or proprietary rights of others, or contain anything libelous or harmful.

HARDWARE, EQUIPMENT, AND SOFTWARE

Client is responsible for and must provide all telephone, computer, hardware and software, equipment and services necessary to update or maintain the Web Site Design unless otherwise noted by Clients wishes to have provider handle all future Web Site services. Provider makes no representations, warranties, or assurances that Client's equipment will be compatible with Provider's Services.

AGE

Client certifies to be at least 18 years of age.

LAWS AFFECTING ELECTRONIC COMMERCE

The 'Client agrees that the 'Client' is solely responsible for complying with such laws, taxes, and tariffs and will hold harmless, protect, and defend the 'Provider' and its subcontractors from any claim, suit penalty, or tariff arising from the 'Client' use of Internet electronic commerce.

COPYRIGHT TO WEBPAGES AND CONTENT

Copyright to the finished assemble work of web site produced and design by 'Provider is owned by 'Provider'. This ownership is to include right to the design, any photos or graphic supplied by 'Provider', source code, and computer programs specifically designed for this web site. Upon full and final payment of

this contract, the ' Client is assigned copyright to use as a web site the design, graphic and text contained in the finished assembled web site

All graphics, photos and text provided by 'Provider' are property of 'Provider' and may not be used in any media outside the web site without permission or transfer of right specified in writing between 'Provider' and 'Client'.

Web Site files may be given to 'Client' on disk or other electronic media. Possession of this disk by 'Client' does not does not constitute ownership of all file contents by 'Client'.

INTERNET ETIQUETTE

Due to the public nature of the Internet, all information should be considered publicly accessible and important or private information should be treated carefully. Provider is not liable for protection or privacy of electronic mail or other information transferred throughout the Internet or any other network provider or its customers may utilize.

'Provider' is a developer of ethical web sites. As such,' 'Provider' will not design, promote, or attach links to any site that includes adult content, nudity, obscene language or that encourages or promotes intolerance or discrimination of or towards people or peoples of any race, color, sex creed or religion. Nor will 'Provider' design, promote or attach links to any site that advocates, encourages or practices the exploitation of any group or groups in society, including, and in particular, children, the elderly or the disadvantaged.

AUTHORSHIP CREDIT

'Client' agrees that 'Provider' may put a small byline link on the bottom of their web page establishing authorship credit. In order that Provider may remove their byline in the event of the design being altered, it is mutually agreed that 'Provider' will be notified of any design changes to this web site.

TERMINATION

Either party without cause may terminate this agreement by giving the other party 30 days written notice. Notwithstanding the above, Provider may terminate service under this agreement at any time, without penalty, if Client fails to comply with the terms of this Agreement.

LIMITED LIABILITY

a) Client expressly agrees that use of Provider's services is at Client's sole risk. Provider, its employees, affiliates, agents, third party information providers, merchants, licensors or the like, warrant that Provider's Web Design Service will not be error free; nor do they make any warranty as to the results that may be obtained from the use of the Web Design Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the provider, unless otherwise expressly stated in this agreement.

b) Client hereby agrees that any material submitted for publication on provider through Client's account(s) will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server(s). Abusive and unethical materials and uses include, but are not limited to, pornography,

obscurity, and nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel

c) Client hereby agrees to indemnify and hold harmless the Provider from any claim resulting from Client's publication of material or use of those materials. Provider may or may not give notice before deactivating the use of an account(s), which the Provider decides, is an abusive or unethical use of, or a potentially illegal use of the Web Hosting account(s) or host server(s). Client hereby agrees to indemnify and hold harmless the Provider in any claim resulting from the submission of illegal materials.

d) Under no circumstances, including negligence, shall Provider, its officers, agents or anyone else involved in creating, producing or distributing Provider's Web Design Service be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the Provider's Design services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Provider's records, programs or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on Provider's Web Design services.

d) Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

e) Provider shall have no liability for any special, consequential, punitive or other damages of any kind whatsoever, whether direct or indirect that arise out of or result from services provided by Provider.

f) Liability is limited to just the design and layout of actual material produced by Provider, not for the content of such material.

g) Provider, in no way, manner or capacity controls, operates reviews or screens produced material once services have been rendered and completed. Provider is not affiliated in any manner with any of the information available, accessible, or offered or with any of the persons, businesses, or entities offering, transmitting, or publishing it.

In the event that 'Client' or other agent acting on the behalf of the "Client' accesses files and disrupts the layout or functionality of the website 'Provider' can work to get the web site back up and running at the regular hourly rate.

INDEMNIFICATION

Client agrees that it shall defend, indemnify, save and hold Provider harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities') asserted against Provider, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employee or assigns. Clients agrees to defend, indemnity and hold harmless Provider against Liabilities arising out of (I) any injury to person or property caused by any products or services sold or otherwise distributed in connection with Provider's Web Design service; (II) any material supplied by Client infringing on the proprietary rights of a third party; (III) copyright infringement and (IV) any defective product which Client has sold in the Web Site.

CONTRACT REVISIONS

Revisions to this Contract will be considered agreed to by Provider and Client when 5 days written notice of requested changes have been signed by both parties.

ENTIRE UNDERSTANDING

The agreement contained in this Contract constitutes the sole agreement between Provider and Client regarding its Web Design Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of Florida.

SIGNATURES

The undersigned agrees to the terms of this agreement on behalf of Client.

Client Signature: _____

Date: _____

Provider Signature: _____

Date: _____

EXHIBIT "A"

CURRENT RATES

Rates are per item. Rates are subject to change.

Custom logos 500.00. Custom Logos includes three choices to pick one.

Stationary 250.00

Stationary includes business card design, letterhead and envelope design in Words, presentation design in Power Point

Html page design:

Master pages: \$200 / each

Master pages includes 1 mayor links, up to 2 non-custom graphics (photo / clip-art); scanning of one image, links, and up to thirty minutes of changes / updates / modifications.

Additional pages: \$150 / each.

Additional pages includes up to 2 items per page, up to 2 non-custom graphics (photo / clip-art); scanning of one image, links, and up to thirty minutes of changes / updates / modifications.

Meta-tag: web site listing in 3 major search engines.

PDF page design:

Master page: \$200 / each

Master pages, includes up to 2 non-custom graphics (photo / clip-art); scanning of one image, links, and up to thirty minutes of changes / updates / modifications.

Additional pages: \$150 / each.

Additional pages, includes up to 2 non-custom graphics (photo / clip-art); scanning of one image, links, and up to thirty minutes of changes / updates / modifications.

Design time, hourly rate

Custom graphics, animated gif's / Flash (such as banner ads), videos, special photo retouching, etc.
\$80/per hour.

Maintenance Web Design hour rate

\$80.00/per hour

Terms of hourly rates

A minimum half-hour charge applies per each change request.

These apply to changes, and custom design, such as animated gif's, flash animations, videos, text, etc. Any modification to a master page once it has been approved – and given that no additional pages have yet been created - it will be considered as a new master page and it will be charged as such; if additional pages have been created each page must be paid regardless of use.

Definition of change request:

Any Client's modifications or alterations to original given instructions. All change requests will be charged at hourly rate.

Definition of corrections request:

Provider's failure to follow original given instructions. Corrections will not be charged.

Scanning:

Flat-bed scanning up to 8" x 10" each \$12.00

Typography:

Up to 300 words \$80.00

Training:

Internet training / special consulting / Internet web browser familiarity and use, and e-mail interface program use, etc. \$80.00 / hour.

IMPORTANT

All text and photos must be digitalized, if not require estimate

Items that require an estimate

All other items not mentioned on above rate list, including:

- Creation of video clips, animations and/or photography
- Transparencies, negatives, film or high resolution scanning
- All text and photos not submitted on digital format
- Domain name registration and/ or domain hosting

Rates are per item, not a monthly charge.

Rates are subject to change without notice, please call to obtain the latest current rates

Date 01/01/2008