



Abby McBride  
2071 Beulah Rd  
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Contact@mcbride-designs.com

## WEB HOSTING AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between McBride Designs ("Company") and \_\_\_\_\_ ("Client").

The purpose of this Agreement (hereafter referred to as the "Agreement") is to precede a longer-term contract arrangement under which Company will provide Web Hosting services on behalf of Client.

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Client hereby agree as follows:

#### 1. Terms.

Subject to the terms and conditions of this Agreement, Company will provide Web Hosting services for Client subject to the following terms:

a) Length of Service.

Client agrees to an initial twelve (12) month contractual term of service ("Term").

b) Service Start Date.

The first payment plus setup charges shall be due in advance of any service provided. Service shall begin upon Company receipt of payment for such first Term of service or upon a mutually agreed upon alternate date.

c) Renewal by Client.

This Agreement will automatically renew after a successive twelve (12) month Term unless canceled in writing by Client at least 30 days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Client indicates agreement to any Contract revisions and price changes. Renewal fees for the following term will be automatically invoiced to Client's account.

#### 2. End User Pricing and Web Hosting Compensation.

End User pricing and Web Hosting Compensation is outlined on Exhibit A, attached, and is subject to change at the sole discretion of Company.

#### 3. Terms of Payment.

Payment may be made by any of the following payment methods (Cash, check, USPS money order, valid credit card {Customer must sign Credit Card Authorization form}). Monthly payment is due 15 days from invoice date.

Client Initials \_\_\_\_\_ Company Initials \_\_\_\_\_



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#### 4. Proprietary Information.

Proprietary information exchanged here under shall be treated as such by Client. This information shall include, but not be limited to, the provisions of this Agreement, product and services information and pricing. Client further agrees to not decompose, disassemble, decode or reverse engineer any Company program, code or technology delivered to Client or any portion thereof.

#### 5. Censorship.

Company will exercise no control whatsoever over the content of the information passing through the network, email or web site.

#### 6. Warranties.

Company makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Company also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of Client. Use of any information obtained by way of Company is at Client's own risk, and Company specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Company does not represent guarantees of speed or availability of end-to-end connections. Company expressly limits its damages to Client for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

#### 7. Trademarks and Copyrighted Material.

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

#### 8. Transfer of Agreement.

Client may not assign or transfer this Agreement, in whole or in part without the prior written consent of Company. In the event that Client contemplates whole or partial sale of its business, ownership change, or change in jurisdiction, Client shall notify Company by mail, facsimile or email no less than 60 days prior to the effective date of the event.

#### 9. Termination.

Company may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure to comply with any provisions of the Agreement upon receipt of written notice from Company of said failure, 2) appointment of Receiver or upon the filing of any application by Client seeking relief from creditors, 3) upon mutual agreement in writing of Company and Client. In the event Client requests to terminate the agreement during the 12 month Term they will be charged a \$75.00 Disconnect fee.

Client Initials \_\_\_\_\_ Company Initials \_\_\_\_\_



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**10. Disputes.**

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees as well as any costs or legal fees in connection with any appeals.

**11. Indemnification.**

Client shall indemnify and hold Company harmless from and against any and all claims, judgments, awards, costs, expenses, damages and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted or imposed against Company directly or indirectly arising from or in connection with Client's marketing or support services of the product or services or the unauthorized representation of the product and services or any breach of this Agreement by Client.

**12. General.**

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia. Exclusive jurisdiction and venue shall be in the Halifax County, Virginia Superior Court. A failure by any party to exercise or delay in exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

Each party represents and warrants that, on the date first written above, they are authorized to enter into this Agreement in entirety and duly bind their respective principals by their signature below:

EXECUTED as of the date first written above.

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

McBride Designs

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

Client Initials \_\_\_\_\_ Company Initials \_\_\_\_\_