

For _____

PAYMENT ARRANGEMENTS

1. Websentia.US, referred to here as "Websentia", will perform web development work for the individual or corporation named above, referred to in this document as "Client".
2. Work will be carried out by Websentia as requested by Client and billed on an hourly basis. Websentia will maintain a log of hours worked and area of project worked upon. Websentia will invoice Client for actual hours worked monthly; terms are net 10 days.
3. As of the date of this agreement, hourly fees are as follows: for all web development work, [____]/hour. Hourly rate is subject to change with 30 days written notice.
4. Websentia may use qualified subcontractors under our supervision for any or all work on this project.

OTHER LEGAL AGREEMENTS

5. Websentia will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
6. Websentia and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in _____ County, _____, and any necessary arbitration or litigation will take place in this county.
7. Copyright to existing web documents held by other parties shall not be changed, even though altered by Websentia, unless by specific agreement.
8. Copyright to web documents produced solely by Websentia, including page designs, source code, and the unique assembly of these elements which constitutes a web site, shall be retained by Websentia. Upon full payment of all invoices due, Client is fully licensed to use and freely reproduce these products for his own purposes; however, this license may not be re-sold or transferred to any third party. Secondary materials created by Websentia during production, including drafts, plans, graphic source files, and templates, remain the sole property of Websentia.
9. Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) Websentia from any suit, demand, or claim resulting from the editorial content of the website.
10. Client represents to Websentia and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Websentia for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Websentia and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
11. Websentia will not be liable to Client or to any third party for any damages arising from use of web site.
12. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Websentia Representative

Date

Client

Date