



Arisen Productions , Inc.
WEB-DESIGN AGREEMENT

This Agreement ("Agreement") is made and entered into on this _____ day of _____, 20____, by and between _____ ("Client") and **Arisen Productions, inc.** located at 24296 S. Spears Rd., Porter, TX 77339 (Arisen).

WHEREAS, the Client desires Arisen to provide website design work.
NOW THEREFORE, the parties agree to the following terms and conditions:

1. **DEFINITIONS.** For the purposes of this agreement; Web-design is the creation, configuration, alteration, integration, and/or assembly of html, css, xml, perl, php, java, cgi, jpeg, gif, png and/or swf code, that after transfer to an appropriate web-server will produce a desired multi-media experience when accessed, compiled and executed by a web-browser.
2. **COMMUNICATION AND WORK AUTHORIZATION.** All requests for work must be emailed to: ren@arisenproductions.com or andi@arisenproductions.com . The work request should, in your own words, as best as possible and as completely as possible, detail the work to be performed. The email shall serve as authorization for the works completion. If you just want the project quoted or if you wish to cap the cost of the project, please indicate that in the email. Arisen will not accept any liability for poorly defined or incomplete project specifications.
3. **CONTACT PERSON.** Client agrees to appoint ONE person to oversee and approve the design and construction of this website. That person shall be the sole point of communication between Arisen Productions, Inc. and client. The purpose for this is to minimize the confusion that occurs when more than one person is involved in the process from the client's end.
4. **RATES.** Services shall be provided under this Agreement at Arisen standard web-development rates, which has been fully explained to Client. The total cost of this project will be outlined in an attached invoice and included as part of this agreement.
5. **PASS THROUGH EXPENSES.** The parties acknowledge and agree that all expenses incurred by Arisen and approved by client associated with the development process, including but not limited to payment of any licensing fees for software, graphics and other web content, shall be passed on to the Client.
6. **OTHER EXPENSES.** Notwithstanding the above, Client is responsible for all costs, expenses and arrangements not related to the web-design and development service, such as hosting, domain name registration, marketing, search engine placements, and any other service that is not described or covered by this Agreement.
7. **INVOICING.** All fees and expenses will be invoiced as work is completed and will be payable immediately upon service of any such invoice to the client. Arisen does not provide for net/30 or other payment terms, payment is due at time of completion of the work as stated in the invoice.

8. **INITIAL PAYMENT AND REFUND POLICY.** This agreement requires an initial payment of 50% of the total amount of the project (as referenced on the accompanying invoice), due upon signing this agreement. If Client halts work prior to the completion and work has not exceeded the initial payment amount based on the stated hourly rate of \$50.00 per hour, Client forfeits the balance of its deposit. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment, the client shall be liable to pay for all work completed at the published hourly rate stated above. Arisen Productions, Inc. will be required to provide a detailed summary of time spent at the time of site cancellation.
9. **COMPLETION OF WORK AND FINAL PAYMENT.** Client agrees to provide all necessary content for Arisen to complete construction of client's site. Final payment for website construction is due and payable upon completion of the site's basic artwork (as approved by client) as well as basic site structure (including all pages being constructed with structural layout and working navigational links to each page; but not including content not provided by client). Arisen agrees to notify client upon completion, and client agrees to pay Arisen the balance of the agreement (as per the accompanying invoice). Arisen further agrees to upload the site with appropriate "under construction" tags throughout the site upon receipt of payment from client. Arisen agrees to continue construction on the site for a period of 60 days. If client has failed to provide content past that time, further work will accrue charges at the cost of \$50 per hour payable when the work is complete, and prior to the updated site being published on the internet.
10. **FAILURE TO MAKE PAYMENTS WHEN DUE.** It is the intent of Arisen Productions to provide a high quality product in a timely manner. As such, we request prompt payment in return. All invoices are due when received, and we do not offer differed terms of payment unless specifically noted in this agreement and on the accompanying invoice. Failure to pay as per this agreement will cause client's website to be suspended and removed from view on the internet. Upon prompt payment, Arisen will restore the operation of client's site within 24 hours of receipt of payment. If payment is not rectified within thirty (30) days, the site will be terminated. If client wishes to have their site restored, a fifty (\$50) dollar restoration fee must be paid prior to the site being published back onto the internet.
11. **RIGHTS TO IMAGES AND SOURCE CODE.** Upon payment of all fees due under this Agreement, Arisen hereby grants Client a perpetual, exclusive, assignable, royalty-free right to all html, css or xml code created by Arisen, including any jpeg, gif, or swf graphics developed by Arisen for Client under this Agreement. This work shall be considered "works for hire". As such, Client shall be considered the exclusive owner of all proprietary and intellectual rights, including but not limited to Federal Copyrights in and to all such materials. For purposes hereof, the term "work for hire" shall have the meaning defined in the United States Copyright Act, Section 101 of Title 17 of the United States Code.
12. **RIGHTS TO SCRIPTS AND PROGRAMS.** Upon payment of all fees due under this Agreement, Arisen hereby grants Client a perpetual, non-exclusive, non-assignable, royalty-free single-server license to use any PERL, PHP, JAVA, or CGI scripts, or C compiled programs, developed by Arisen for Client under this Agreement. Client understands and accepts that Arisen shall retain all copyrights, patent rights, and other intellectual property rights to all Scripts, Programs and other server-side technology developed for Client by Arisen. That means that the client is prohibited from repackaging, reselling or using the software in any fashion other than that which was intended.

13. **CLIENT'S WARRANTY.** Client warrants that it is the owner of copyrights for all content provided to Arisen Productions, Inc. If Client is not the creator of such content, it warrants that it has secured the proper written authorizations and licenses to use such content from the original owner of the content. Client holds Arisen Productions, Inc., its officers, agents, employees and assigns harmless of any damages that may arise out of the use of ANY content on this website and bears full legal responsibility for its use.
14. **COOPERATION.** Client acknowledges that its timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this Agreement. Arisen shall not be responsible for any deficiency in performing Services if such deficiency results from Client's failure to provide full Cooperation.
15. **ADVERTISING.** Client agrees to allow Arisen the right to use its name, trademark, or logo on the Service Providers web site as a past or present Client. Arisen shall be permitted to list the Client and the Client's Web Site on Arisen's Web Site (as well as its mrrweb.com website) and in any of its marketing and advertising as having been developed by Arisen.
16. **RELATIONSHIP BETWEEN THE PARTIES.** Arisen is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Except as provided under "Compensatory Tax", each party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each party will maintain appropriate worker's compensation for its employees as well as general liability insurance.
17. **EXPORT CONTROL.** Arisen does not export its services to NON-US consultants. All work will be provided by Arisen's owners or employees. An exception would be that if Client requires a service that Arisen can not provide, Arisen reserves the right to outsource such services to a credible subcontractor of its own choosing within the US.
18. **FORCE MAJEURE.** Neither party shall be liable for failure or delay in its performance caused by an act of war or sabotage; act of God; electrical, internet or telecommunications outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other necessary license); or other event outside the reasonable control of the obligated party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for a period more than 90 days, either party may terminate this Agreement immediately upon written notice. The occurrence of a force majeure event does not excuse Arisen's obligation to take reasonable steps to follow its normal disaster recovery procedures.
19. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supercedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof are deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

20. IN WITNESS WHEREOF, the parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized. Client further acknowledges receipt of a signed original copy of this agreement and all of its attachments.

Client Authorized Signature Date

Arisen Productions Authorized Signature Date

Client Information

General Information

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email: _____

Contact Person: _____

Contact Phone: _____

Contact Fax: _____

Contact Email: _____

Web Information

Current Website Url (if any): _____

Current Hosting Company: _____

Hosting Website URL (for access to files, i.e., www.mysite.com/cpanel)

Hosting Username: _____

Hosting Password: _____

Domain Name Information

Who is your domain name registered with? _____

Website URL for Domain registrar: _____

Username for domain name control panel: _____

Password for domain name control panel: _____