

Consulting Agreement



Navarre Multimedia
740 Toftrees Ave, Suite 218
State College, PA 16803

THIS AGREEMENT is made by and between **NAVARRE MULTIMEDIA**, a Pennsylvania sole proprietorship, with an address and principal place of business at 740 Toftrees Avenue #218, State College, Pennsylvania 16803.

—AND—

<<**YOUR COMPANY NAME HERE**>>, hereinafter referred to as “Client”.

1. Authorization

The Client is engaging Navarre Multimedia as an independent contractor for the specific purpose of designing a World Wide Web site, herein after referred to as “Web Design Project”, to be published under the Client’s account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) server, herein after referred to as “Hosting Service”, or provided on compact disc at the Client’s option. The Client hereby authorizes Navarre Multimedia “full access” to the Client’s account, and any other programs needed for this Web Design Project that are included as part of the Client’s service agreement / level with the Hosting Service. The Client also authorizes Navarre Multimedia to submit the completed Web Design Project to major Web Search Engines upon project completion. The Client also authorizes Navarre Multimedia to present a static duplication of the completed Web Design Project, or portion thereof, without limitation on manner of presentation, as a means of demonstrating the capabilities of Navarre Multimedia.

2. Development

This Web Design Project will be developed using (X)HTML, CSS, and, if necessary, JavaScript.

2.1. **Compatibility** — Designing a web site to fully work in multiple browsers (and browser versions) can require considerable extra effort. Navarre Multimedia represents and warrants that this Web Design Project will result in a web site that will be fully accessible and visually consistent in the following browsers:

- Microsoft® Internet Explorer versions 5 and up
- Apple® Safari version 1.0 and up
- Mozilla Firefox version 1.0 and up

While Navarre Multimedia will make reasonable efforts to design a fully-functional, visually consistent web site, Navarre Multimedia’s warranty does not cover AOL or text-based browsers.

2.2. **Accessibility** — Navarre Multimedia’s standard is to comply with at least 90% of all accessibility guidelines as found in HiSoftware’s® Cynthia Says™ Web Content



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2.3. Accessibility Report, as it appears at <http://www.contentquality.com/mynewtester/cynthia.exe> (compliance with these guidelines is unlikely to be detected automatically by the software).

3. **Assignment of Web Design Project**

Navarre Multimedia reserves the right to assign subcontractors to this Web Design Project at cost to Navarre Multimedia, if necessary to insure that the terms of this agreement are met and that this Web Design Project is completed on time.

4. **Copyrights & Trademarks**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, artwork, or other intellectual property furnished to Navarre Multimedia for inclusion in the Web Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Navarre Multimedia and its sub-contractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

5. **Web Site Maintenance**

Upon completion of this Web Design Project, all web site maintenance and updates will be the sole responsibility of the Client. This agreement does not bind Navarre Multimedia, in any way, to conduct any form of web site maintenance or updates for the Client. Should the Client require web site updates, additional features, new web pages, visual redesign, or any related services, Navarre Multimedia will supply those services only on the basis of a separate agreement, or through an amendment to the current contract that defines the nature of these services as well as any necessary extensions to the project's timeline. Any such amendments must be signed and dated by official representatives of both parties.

6. **Project Timeline**

Navarre Multimedia and the Client must work together to complete the Web Design Project in a timely manner. Navarre Multimedia agrees to work expeditiously to complete the Web Design Project no later than 45 days after the Client has submitted all necessary materials. If the Client does not supply Navarre Multimedia with complete text and graphics content for this Web Design Project within 45 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Navarre Multimedia as liquidated damages and the contract shall become null and void, at Navarre Multimedia's option, unless the Web Design Project is cancelled in writing by the Client prior to 45 days of the effective date of the agreement.

7. **Project Delivery**

The final version of the Web Design Project will be published to the Client's hosting service or delivered via compact disc upon receipt of final payment. The Client understands that this agreement does not bind Navarre Multimedia, in any way, to provide any hosting services in



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connection with this Web Design Project. Hosting services require a separate contract with the hosting service of the Client's choice. While Navarre Multimedia is capable of providing such service, any hosting services would be subject to the terms of a separate contract or amendment to the current agreement. Any such amendments must be signed and dated by official representatives of both parties.

7.1. **Publishing** — The Client agrees to select a hosting service which allows Navarre Multimedia full access to the Client's account via FTP (File Transfer Protocol) or SSH (Secure Shell). FTP — and to a lesser extent SSH — are widely available standards for publishing data to a remote location (such as a hosting service's servers). A list of recommended hosting services has been provided in Appendix B, however the Client understands that the recommended hosting services are in no way affiliated with Navarre Multimedia and that Navarre Multimedia provides no warranty of any kind regarding the nature of services rendered by these hosting services.

7.2. **Format** — The final version of the Web Design Project will consist of a collection of (X)HTML files, CSS files, and JavaScript files. These files will be published as a unified body of work, each (X)HTML document containing appropriate textual information and images as they are supplied by the Client, and each (X)HTML document also appropriately linked to other documents within the work, and appropriately stylized using CSS files. Where dynamic behavior is required, or where it is implemented to enhance the site for users of modern browsers, JavaScript files will be used to control any dynamic behavior as needed. In addition, draft materials for the Web Design Project will be made available to the Client on compact disc in PNG and JPEG image formats.

8. Web Design Project Copyright

Copyright to the finished design work, as it is produced by Navarre Multimedia, will be owned by the Client. However, rights to (X)HTML source code, JavaScript code, and any computer programs written by Navarre Multimedia or its subcontractors are specifically not transferred to the Client, and remain the property of their respective owners; upon final payment of this contract, the Client is assigned royalty-free rights to use these elements in conjunction with the original design work, or visually consistent variations thereof.

8.1. **Design Credit** — The Client understands that this agreement binds the Client to maintain reference to Navarre Multimedia on each page of the site, and that such reference must give credit to Navarre Multimedia for having designed the site. Any reference to Navarre Multimedia must also link to Navarre Multimedia's web site at "<http://www.navarremedia.com>". Navarre Multimedia and its subcontractors retain the right to display graphics and other design elements as examples of their work in their respective portfolios as authorized in the final sentence of Section 1 of this agreement.

9. Compensation

Payment for services provided hereby shall be made in accordance with the conditions



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contained in this contract. Notwithstanding any prices listed in literature or on Web pages, the Client and Navarre Multimedia agree that the services described in this contract shall be completed for a total sum of _____. The Client agrees to pay to Navarre Multimedia an initial, non-refundable deposit of _____ upon execution of this agreement. Final payment is due within 30 days antecedent to publication and/or delivery of the Web Design Project. All amounts must be paid in U.S. Dollars, any checks must be made payable to Anthony Navarre (owner and sole-proprietor of Navarre Multimedia).

10. Legal Notice

Notwithstanding anything to the contrary contained within this contract, neither Navarre Multimedia, nor any of its employees or agents, warrants that the functions contained within the Web Design Project will be uninterrupted or error-free. In no event will Navarre Multimedia or any of its employees or agents be held liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by "Acts of God," the Hosting Service or circumstances beyond our reasonable control. Any lost profits, lost savings, or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet Backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Navarre Multimedia has been advised of the possibility of such damages.

11. This Agreement

This agreement constitutes the sole agreement between Navarre Multimedia and the Client regarding this Web Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by official representatives of both parties. All prices specified in this contract will be honored for 6 months after both parties sign this contract. Continued services after that time will require amendment or a new agreement.



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The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

AGREED TO:

Client

(Sign) By: _____

(Print) Name: _____

Title: _____

Date: _____

Navarre Multimedia

By: _____

Anthony S. Navarre
Executive Director/Proprietor

Date: _____



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Appendix A: Timeline

Design Phase: Conversion from Static Design to CSS/(X)HTML Documents

After selecting from variations on a static sitewide design, pages must be encoded in (X)HTML and, in order to control the layout, presentation and visual appearance of each page, CSS (Cascading Style Sheets) documents will be applied to the site.

Anticipated turnaround for Design Phase: 2 weeks

Content Inclusion: Injection of data and graphics into completed (X)HTML Documents With completed and stylized (X)HTML Documents in hand, we will inject all textual and graphical materials into the documents, providing hypertext links to other documents (both internal and external) as necessary.

Anticipated turnaround for Content Inclusion: Less than 1 week

Domain Registration, Server Setup & Uploads: Application of project files to server Since The Client does not yet own a domain name or maintain rights to use server space, a domain name must be acquired and The Client will go through the process of registering with a hosting service provider (or, if desired, with Navarre Multimedia through a separate hosting contract).

We will assist to the best of our ability to help you choose the right hosting service, a suitable domain name, etc. We will also aid in any necessary server setup once registration is complete. A list of recommended hosting companies, as well as a few currently available domain names, has been provided in Appendix B. Please note that domain names usually cost anywhere from \$10 to \$20 U.S. Dollars per year to maintain, and that most hosting companies will charge at least \$10 per month for hosting services.

After server and domain setup is complete, all project files will be uploaded to server.

Anticipated turnaround for Domain Registration, Server Setup & Uploads: 1 week (Turnaround for this phase depends largely on active participation from The Client)

Search Engines: Registration with Google and other major search engines

To announce to search engines that your site is available, and to help search engines to know how best to “crawl” your site’s content, we will be sure to register your site with search engines like Google™, Yahoo!®, AltaVista™, and Ask™ to name a few.

Anticipated turnaround for Search Engine Registration: less than 1 week



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Appendix B: Recommendations

Domain Names

The following list of recommended domain names were checked against a whois registrar and as of February 20, 2007 domains marked with a checkmark (✓) are still available as of drafting of this document:

<<THIS LIST WILL BE COMPILED CUSTOM TO YOUR NEEDS>>

Hosting Services

- *Dreamhost.com:*

Provides expansion of storage space and bandwidth over time. For instance, every week, depending on which plan is chosen, bandwidth increases by at least 16GB and disk storage increases by at least 1 GB. RSS feed keeps users informed of outages, upgrades, etc.

Monthly prices start at \$7.95.

- *MediaTemple.net*

Features 'clustered' hosting, creating layers of redundant hardware, software, network and power systems to eliminate downtime and increase performance.

Monthly prices start at \$16.67.