

Web Site Maintenance Agreement

This agreement is dated and in effect as of _____, between _____, hereafter referred to as "Client" and KachelmanDesigns. This agreement is with respect to the website maintenance services for _____ website, hereinafter referred to as the "website", by KachelmanDesigns. Our desire is to delight the Client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

Maintenance Hourly Rate:

The Client is contracting KachelmanDesigns to provide web site maintenance services. These services are not considered "standard website maintenance" or covered under the original terms of a design contract and are subject to a regular hourly rate of **\$85.00 an hour**.

Included in this agreement:

1. Edit, revise, update or create new textual content on existing pages based on the Client's request.
2. Consultation, and guidance on the use of the web site.
3. Maintain a full backup of web site through the duration of this contract. This backup will be delivered in full to Client on closing of this contract.
4. Assist in the creation of marketing materials such as custom email or banner advertisements. Marketing materials must be based on current site design only; new designs are not included in this contract.

What is NOT included in this agreement:

1. Web site redesign, re-alignment or re-development
2. Search engine optimization services
3. CMS design or integration including but not limited to blogs, shopping carts and web forums. These require a separate design agreement.

Total Agreement:

KachelmanDesigns shall provide the Client with minor updates to the web site for a period of twelve (12) months within this contract. After that time a new agreement must be drawn up. Minor updates should not exceed more than 50% of the content on any single site page. If the updates to exceed more than 50% of the content on any single site page, a new design agreement is required.

During the duration of this contract, the Client agrees that KachelmanDesigns will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If a party other than KachelmanDesigns makes changes to the web site, any errors that are created or that must be repaired will be charged for at the hourly rate specified above.

Compensation:

KachelmanDesigns will send an invoice to the attention of the Client for the services rendered under this agreement on the first day of the month after services have been rendered. The Client agrees to make payment on that invoice within 30 days of the date on the invoice via check for the amount specified in the invoice.

In the event the Client fails to adhere to the schedule of payment referenced by the deadline set forth, KachelmanDesigns retains the rights, but is not obligated, to pursue any or all of the following remedies:

- terminate the Agreement
- immediately stop all works-in-progress or remove unpaid for material
- bring legal action

Deadlines & Deliverables:

KachelmanDesigns will respond to all maintenance requests from the Client within twelve (12) hours on weekdays and twenty-four (24) hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Maintenance requests received after 4:00pm CST may not be completed until the next business day unless prior arrangements have been made.

