Web Site Design Terms and Conditions

1. Authorization.
The named client is engaging Cocoa Village Publishing, as an independent contractor for the specific web design project of developing and/or improving a web site, hereinafter referred to as "web design project" which may be installed on the client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer, hereinafter refer to as "Hosting Service" if required to perform services. If required to perform services the client hereby authorizes Cocoa Village Publishing to access this account and authorizes the Hosting Service to provide Cocoa Village Publishing with "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.

2.Acceptable Use.
An acceptable use policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The exhibit with the description of the acceptable use policy is posted on our website and the exhibit is part of these terms and conditions.

3. Copyright and Trademarks.
The client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Cocoa Village Publishing 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 and defend Cocoa Village Publishing and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

4. Web Site Maintenance.
This agreement allows for minor web site maintenance to pages over a 1-month period, up to an average of one half hour per regular web site, including updating lines and making minor changes to a sentence or paragraph. It does not include updating or replacing nearly all the text from a page with new text, major page reconstruction, new pages, guest books, discussion webs, navigation structure changes, attempted updates by client repairs or web design projects delivered to the client via diskette. The period of 1 month begins on the date the clients web design site has been published to client's hosting service or 30 days from the date this agreement was signed, which ever comes first. If the client's web design package includes database access using Server Side Script, then very minor page code changes will be accepted under this maintenance plan. Major page code and/or database structural changes will be charged at current hourly rates.

5. Completion Date.
Cocoa Village Publishing and the client must work together to complete the web design project in a timely manner. We agree 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 Cocoa Village Publishing with complete text and graphic content for this web design project within 60 days of the date this agreement was signed, the entire amount of the agreement becomes due and payable. If the client still has not submitted all the required contents within 90 days after signing this agreement, an additional continuation fee of 15% of the total agreement price can be assessed for each month until the web design project is published or the client cancels the web design project in writing.

6. Project Delivery.
The web site design project delivery shall be completed upon receipt of the payment associated with delivery. Delivery may be accomplished by publishing, electronic transfer, or physical media. The client understands that Cocoa Village Publishing may not be providing any hosting services in connection with

this web design project. Hosting services may require a separate contract. The client will be solely responsible for all hosting service charges. The client assumes all responsibility for the use and functionality of the web design project.

7. Publishing:

If the Project Delivery includes publishing, Cocoa Village Publishing will make a good faith effort to accommodate client's requested method of publishing. In the event Cocoa Village Publishing is not able to accommodate the request method of publishing the following statements apply. Cocoa Village Publishing may use WEBDAV, FTP, SFTP or SCP to publish to the site. If publishing to a hosting service is not feasible the information may be delivered on diskette or CDROM.

8. Electronic Commerce Laws.

The client agrees that the client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend Cocoa Village Publishing and its subcontractors from any claim, suit, penalty, tax or tariff arising from the client's exercise of Internet electronic commerce.

9. Web Design Project Copyright.

Original web site content specifically requested by the customer and designed under work for hire shall be the intellectual property of the customer once final payment under this agreement and any additional charges incurred have been paid. Rights to clipart, photos, graphics, source code, work-up files and computer programs that are not specifically requested and designed under work for hire are not transferred to the client, and remain the property of their respective owners. Cocoa Village Publishing and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

10. Payments.

Payments must be made promptly based on the agreed schedule. Delinquent bills may be assessed a charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional penalty may be added for each month of delinquency. Cocoa Village Publishing reserves the right to remove any web design project from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by an authorized representative Cocoa Village Publishing. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this agreement was entered into in Cocoa, Florida, US and any dispute will be litigated or arbitrated in Cocoa Florida, US. Please pay on time. All payments will be made in US $ funds unless agreed upon in writing by both parties.

11. Legal Notice.

Cocoa Village Publishing does not warrant that the functions contained in the web design project will be uninterrupted or error-free. The entire risk as to the quality and performance of the web design project is with the client. In no event will Cocoa Village Publishing be liable to the client or any third party for any damages, including, but not limited to service interruptions caused by Acts of God or any other circumstances beyond our control, any lost profits, lost savings or other incidental, consequential 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 site visitor's computer or Internet software, even if Cocoa Village Publishing has been advised of the possibility of such damages.

12. This Agreement.

This agreement constitutes the sole agreement between Cocoa Village Publishing and the client regarding this web design project. Any additional work not specified in this contract must be authorized by a written request. All prices specified in this contract will be honored for 3 months from date offered. Acknowledgement of agreement tent after that time will require a review of current pricing and new agreement. This agreement supersedes any prior written or oral agreements between the parties.

13. Amendment.
This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. Severability.
If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

15. Waiver of Contractual Right.
The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

16. Governing Law.
This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Sate if Florida and the Federal Laws of the United States of America applicable therein without reference to rules governing choice of laws. Any action relating to this agreement must be brought in Brevard County Florida and you irrevocably consent to the jurisdiction of such courts.

17. Notices.
Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. In the case of e-mail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender, in the case of notice to us to cvpub@cocoavillagepublishing.com or authorized representative, in the case of notice to you, at the e-mail address provided by you in this agreement, in your WHOIS record for the website domain name or as updated from time to time. Mail shall be sent to Cocoa Village Publishing, P.O. Box 951, Cocoa, Florida 32923 and to you at the mailing address provided in this agreement or as updated in writing. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. Eastern Standard Time and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given 5 business days after the date of mailing.

Company:
Cocoa Village Publishing
P.O. Box 951
Cocoa FL 32923

Authorized Representative and date:

_____

Customer:

Authorized Representative and date:

_____

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