Agreement for Six Month Maintenance Contract

For _____
      client

PAYMENT ARRANGEMENTS

1. MediaBlend, Inc. 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 MediaBlend, Inc. as requested by Client and billed at a fixed monthly contract cost. MediaBlend, Inc. will maintain a log of hours worked and area of project worked upon. MediaBlend, Inc. will automatically charge Client credit card on the 1st of each month or client can pay 12 months in advance with card or check and receive an additional 8% discount.

3. As of the date of this agreement, monthly fees are as follows: for all web development work, $90/hour. Hourly rate is subject to change with 30 days written notice. Any hours above your set contract will be billed at the hourly price assigned to your contract. If monthly work is to exceed your contract by more than one hour, you will be notified by email. You can upgrade your account at anytime in your contract without having to renew. You can't reduce your contract without renewal. Contract can be cancelled with penalty at anytime. All maintenance contract cancellations will incur a $150 charge.

4. Response Time: Something affecting business revenue or site is non-functional response is 24 hours. Navigation or broken links but site is still functional and can generate revenue, response is 48 hours. Content and layout changes response is 72-96 hours.

☐ 1 hr: $75/month   savings of $15   Additional hours $75
☐ 3 hr: $220/month   savings of $50   Additional hours $73.33
☐ 6 hr: $430/month   savings of $110   Additional hours $71.67
☐ 10 hr: $700/month   savings of $200   Additional hours $70
☐ 25 hr: $1675/month savings of $575   Additional hours $67
☐ 50 hr: $3250/month savings of $1250   Additional hours $65

☐ I wish to pay for 6 months in advance and receive a 5% discount
☐ I wish to pay for 12 months in advance and receive a 8% discount.

If you select to pay for 12 months in advance, this contract is then a 12 month contract.

5.   MediaBlend, Inc. may use qualified subcontractors under our supervision for any or all work on this project.

OTHER LEGAL AGREEMENTS

6.   MediaBlend, Inc. will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.

7.   MediaBlend, Inc. 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 Orange County, California, and any necessary arbitration or litigation will take place in this county.

8.   Copyright to existing web documents held by other parties shall not be changed, even though altered by MediaBlend, Inc., unless by specific agreement.

9.   Upon full payment of all invoices due, copyright to page designs produced by MediaBlend, Inc. for Client shall belong to Client. Secondary materials created by MediaBlend, Inc. during production, including drafts, plans, graphic source files, and templates, remain the sole property of MediaBlend, Inc. unless other arrangements are made.

10.   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) MediaBlend, Inc. from any suit, demand, or claim resulting from the editorial content of the website.

11.   Client represents to MediaBlend, Inc. and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to MediaBlend, Inc. 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 MediaBlend, Inc. and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client. MediaBlend, Inc. 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.

_____	_____

       MediaBlend, Inc. Representative	 Date

_____	_____

       Client	 Date

Monthly Credit Card Payment Authorization

Please fill out and fax to 949-951-8236 or mail to the address above. Thank you!

Name:	
Address:	
Business Name:	
Please charge my credit card $ _____ per month for payment on my monthly maintenance agreement unless 6 or 12 month full payment is selected. ☐ VISA ☐ MasterCard ☐ Discover ☐ AmEx	
Card Number: Expiration Date: CVV:	
Cardholder Signature:	
Date:	