

A.B ENTERTAINMENT

Phone: 203-209-0128 - Web: www.djab.com

WEBSITE CONTRACT AGREEMENT



BETWEEN (Armando Barbosa): **AB ENTERTAINMENT**

AND INDIVIDUAL / COMPANY (If Applicable): _____

WEBSITE URL: _____

ADDRESS: _____

LOCATION PHONE #: _____ EMAIL: _____

2nd PHONE #: _____ FAX #: _____

CONTRACT TYPE: _____ CONTRACT PRICE: \$ _____ YEAR(s): _____

DOMAIN REGISTRATION: \$ _____ SITE HOSTING: \$ _____ TOTAL: \$ _____

HOW DID YOU HEAR ABOUT US? _____

1. All services described herein are to be performed by AB ENTERTAINMENT in accordance with the most commonly accepted standards and practices of the Web Services Industry. That is to say, we will use web site design technologies that are most universally acceptable in order to satisfy the broadest web market possible.
2. **COST.** Notwithstanding any prices listed in literature or on Web pages, the client and AB ENTERTAINMENT agree that the services described in this contract shall be completed for \$ _____
3. **ADDITIONAL SERVICES.** The terms and conditions set forth in this document constitute the sole agreement between AB ENTERTAINMENT and the client regarding this Web site. Any additional work not specified in this contract must be authorized in writing. Should the client desire additional standard Web pages beyond the original number of pages specified above, the client agrees to pay AB ENTERTAINMENT an additional **\$25 per hour**.
4. **PAYMENT.** Client agrees to pay to AB ENTERTAINMENT an initial sum of \$ _____ upon execution of this agreement. All remaining charges agreed upon and which may accrue shall become due and payable to AB ENTERTAINMENT upon completion of the services described in paragraph 1 above. Delinquent bills will be assessed a \$50 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 equal to but not more than 10% of the outstanding balance will be added for each month of delinquency. AB ENTERTAINMENT reserves the right to remove Web pages from viewing on the Internet until final payment is made. Should collection activities become necessary, the client agrees to pay all fees relating to said collection activities?
5. **SUBCONTRACTING.** AB ENTERTAINMENT reserves the right to assign other Web designers or subcontractors to this project.
6. **WARRANTIES AND LIABILITY.** AB ENTERTAINMENT does not warrant that the functions of the web site will meet the client's expectations of site traffic or resulting business. In no event will AB ENTERTAINMENT or its subcontractors be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site, even if AB ENTERTAINMENT has been advised of the possibility of such damages.
7. **TRADEMARKS & COPYRIGHTS.** The client represents to AB ENTERTAINMENT and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to AB ENTERTAINMENT for inclusion in Web pages 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 AB ENTERTAINMENT from any claim or suit arising from the use of such elements furnished by the client. AB ENTERTAINMENT owns copyright to the assembled work of Web pages produced by AB ENTERTAINMENT. Upon final payment of this contract, all rights owned by AB ENTERTAINMENT as to the design, graphics, and text in this Web site transfer to the client.
8. **LITIGATION.** Any disputes arising from this contract will be litigated or arbitrated in the city of Bridgeport, Connecticut. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, USA.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below:

By signing, the client acknowledges and confirms that he / she has read, and agreed to the terms and conditions set forth in this contract agreement.
(Please Make All Checks Or Money Orders Payable To: Armando Barbosa)

CLIENT SIGNATURE (Must Be At Least 18 Years Of Age): _____ DATE: _____