

# Web Site Design and Hosting Agreement

## Florida Association of Insurance Agents

3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129

TEL: 850-893-4155 FAX:850-668-2852

---

### 1. Introduction

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, **FAIA, Inc.**, herein referred to as PROVIDER, and \_\_\_\_\_ residing at \_\_\_\_\_, with a member number of \_\_\_\_\_, herein referred to as CUSTOMER, and will expire on \_\_\_\_\_ if not received by PROVIDER. agree:

CUSTOMER represents intent to enter into an agreement with PROVIDER for the design and/or hosting of electronic data and documents (hereinafter referred to as "WEB SITE"). CUSTOMER further represents intent to use WEB SITE to advertise or conduct lawful business activity on the Internet. The Internet is defined as the largest group of interconnected networks, which use the TCP/IP communication protocol. The projected launch date is \_\_\_\_\_ provided the CUSTOMER provides PROVIDER with all necessary materials and support personal. CUSTOMER understands that delays in this will prolong the launch date.

### 2. DESCRIPTION OF SERVICES

PROVIDER shall, at the discretion of PROVIDER, conduct basic design and implementation services as well as optional services as chosen by CUSTOMER (such options being chosen from a listing of service options currently available and listed by PROVIDER at [www.faia.com](http://www.faia.com)). CUSTOMER shall submit a written request (by U.S. mail, electronic mail or by facsimile) to PROVIDER detailing the services that the CUSTOMER desires (the "Initial Service"). Services shall generally include the following: graphical design, conversion of conventional media into electronic form, design of HTML code for document formatting, an internet account to host the implemented WEB SITE, **help with submission** of WEB SITE identification address to search engines.

The Initial Services may be extended or modified, at the electronic written request of CUSTOMER, to encompass design work that is in addition or in deviation to those outlined by CUSTOMER as the Initial Services. The charge for such additional services shall be billed at the per hour rate listed by PROVIDER under the heading of "**Additional Services**" on [www.faia.com](http://www.faia.com).

### 3. BILLING

Payment shall be made by credit card, cash, check, or money order, in US dollars, made payable to FAIA. **All monthly hosting fees contracted will commence monthly billing on the first of the month** after contract is received by PROVIDER and domain is registered or transferred. The prices listed on this contract are member prices as defined in item 4. If at any time CUSTOMER becomes a non-member, the prices will immediately be non-member pricing. All prices are subject to change with **30 day** written notice to CUSTOMER.

### 4. MEMBER

As the term is used in this contract or any attachments to this contract, "member" shall mean a paid member defined in the FAIA constitution Article III Section one (1) that is also in good standing with FAIA .

**Web Site Design and Hosting Agreement**  
**Florida Association of Insurance Agents**  
3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129  
TEL: 850-893-4155 FAX:850-668-2852

---

**5. DELINQUENT PAYMENT PENALTIES**

PROVIDER reserves the right to render the site inaccessible if monthly invoices are delinquent by fifteen(15) days or more. Also, the customer support center will remain inaccessible until all outstanding invoices are paid in full. In the event that the CUSTOMER'S invoices are delinquent for a period of forty five (45) days or more, the PROVIDER reserves the right to terminate this agreement under the provisions as listed in Item 12 as listed below.

CUSTOMER agrees to pay any and all federal, state, or municipal sales or excise taxes that may apply to the contracted services provided by PROVIDER. Should PROVIDER be found to accrue any of these taxes in direct relation to the CUSTOMER, the amounts of those taxes will appear as an adjustment to the prices in the Cost Schedule (below).

**6. LIMIT OF LIABILITY**

PROVIDER makes no warranties of any kind, whether expressed or implied, for its Services. PROVIDER specifically disclaims any implied warranties of merchantability or fitness for any particular purpose. PROVIDER will not be responsible for any losses or damages resulting from delays, nondeliveries, misdeliveries, service interruption, "down time", or Customer's errors or omissions. In the event that through its own negligence PROVIDER fails to provide services, PROVIDER'S total liability will be limited to the refund of Customer's monthly service fee for the month during which interruption occurred, prorated according to the actual time for which PROVIDER failed to provide services. "Down Time" for regularly scheduled maintenance of PROVIDER'S network shall not be considered failure to provide services. PROVIDER shall have no liability for failure to provide services resulting from the acts or omissions of third parties. PROVIDER will not under any circumstances be responsible for consequential damages, including, but not limited to, any consequential damages arising from PROVIDER'S failure to provide Services in accordance with this agreement.

## **Web Site Design and Hosting Agreement**

### **Florida Association of Insurance Agents**

3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129

TEL: 850-893-4155 FAX:850-668-2852

---

#### **7. Indemnification**

CUSTOMER agrees to indemnify, defend and hold PROVIDER harmless from and against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of Services pursuant to this Contract. This includes but is not limited to: **(a)** Claims of third parties, including patrons of CUSTOMER, arising out of, resulting from, or related to CUSTOMER'S negligence or any other use of the web site by CUSTOMER; and **(b)** any Claims for libel, slander, invasion of privacy, or infringement of copyright for materials provided by CUSTOMER and posted by PROVIDER or posted by CUSTOMER. CUSTOMER agrees to defend PROVIDER against any such Claim it is legally liable for and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.

PROVIDER agrees to indemnify, defend and hold harmless the CUSTOMER against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "Claims") arising from the use of Services pursuant to this Contract. This includes but is not limited to: **(a)** Claims of third parties, arising out of, resulting from, or related to PROVIDER'S negligence; **(b)** Claims for libel, slander, invasion of privacy, or infringement of copyright for materials provided by and posted by PROVIDER. PROVIDER agrees to defend the CUSTOMER any such Claim it is legally liable for and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such Claim.

#### **8. Offensive or adult materials**

PROVIDER exercises no control over material available from the Internet including material accessed through the PROVIDER'S network. Some material may be considered offensive or adult in nature. All responsibility for access to material is with the CUSTOMER. PROVIDER may refuse to host and/or design any Web Page or Site it so chooses. CUSTOMER hereby releases and agrees to indemnify PROVIDER from all claims resulting out of the CUSTOMER'S Web Site Content, unless intentionally placed there by someone in direct employ of PROVIDER.

#### **9. Ownership of Intellectual Property**

Copyright to the finished assembled work of web pages produced by PROVIDER is owned by PROVIDER. The CUSTOMER is assigned rights to use as a web site the design, graphics, and text contained in the finished assembled web site. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to the CUSTOMER, and remain the property of PROVIDER. PROVIDER and its subcontractors retain the right to display graphics and other WEB design elements as examples of their work in their respective portfolios. Source code, graphics and text provided by customer, is owned by customer.

**Web Site Design and Hosting Agreement**  
**Florida Association of Insurance Agents**  
3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129  
TEL: 850-893-4155 FAX:850-668-2852

---

**10. Use by CUSTOMER**

CUSTOMER agrees and represents to PROVIDER that CUSTOMERS use of the WEB SITE shall be for lawful activities only.

**11. Laws Affecting Electronic Commerce**

From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The CUSTOMER agrees that the CUSTOMER is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend PROVIDER and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the CUSTOMER'S exercise of Internet electronic commerce.

**12. Term and Termination of Agreement**

The term of this agreement shall be one year from the day and year first written above unless terminated pursuant to the provisions of this section 12.

CUSTOMER may terminate this agreement without cause. If CUSTOMER chooses for any reason to terminate this agreement prior to the term as listed above, the CUSTOMER agrees to reimburse PROVIDER for any outstanding invoices due and for any services provided but unbilled as of the date of termination.

PROVIDER may terminate this agreement at any time without cause and in such event, CUSTOMER will not be liable for any additional costs under this Agreement. However, in the event PROVIDER terminates this contract for the reasons as specified in section 5, CUSTOMER shall remain liable for any invoices unpaid and for any services provided and unbilled at the time of termination.

**13. Entire Agreement**

This constitutes the entire agreement between the parties, and this agreement may only be changed in writing executed by both parties.

**14. Governing Law**

This agreement shall be governed by the laws of the State of Florida.

**Custom Web Site Plan and Pricing  
Florida Association of Insurance Agents**

3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129  
TEL: 850-893-4155 FAX:850-668-2852

---

**15. Headings and Counterparts**

The various headings and titles used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions of this Agreement.

This Agreement may be executed in counterparts, all of which when taken together shall be deemed a fully executed original.

**FAIA, Inc. (PROVIDER)**



By: **PAUL R Peeples**  
Its: **V.P. Information and Technology**

**CUSTOMER**

\_\_\_\_\_  
(Authorized signature)

\_\_\_\_\_  
(Print Name)

Its: \_\_\_\_\_

## Custom Web Site Plan and Pricing

### Florida Association of Insurance Agents

3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129

TEL: 850-893-4155 FAX:850-668-2852

---

#### Note:

The elements listed below are the basic parameters. If there is to be any deviation from these parameters, it will be at the discretion of the FAIA Web Services and agreed upon by both parties in writing.

---

#### Package Elements.

- Megabytes of disk space.
- Cold Fusion Support 4.5, 5.0, MX
- .Net framework Support
- FrontPage 2002 Support with server extensions.
- Unlimited amount of web pages (provided they do not exceed labor or maintenance hours as defined herein.) These pages can include words of text, custom graphics, photos, company logo or any other non-copyrighted material. Customer in electronic format will supply all materials to FAIA for entry into their site.
- mgbts daily data transfer.
- High performance OC3 back bone with T1 web servers with a 99.9% uptime rating.
- Creation of custom web graphic logo from customer supplied logo.
- Unlimited (pre-built) animations (1000's to choose from)
- Masthead graphics on first page (graphic incorporating company logo, supplied by customer), top-of-page graphic for all other pages on your web site, colorful lines and bullets and colored or textured background.
- Installation of web pages on FAIA web services host or a hosting service supplied by customer.
- Minor updates and changes to existing web pages, subject to hour(s) per month. Additional maintenance will be billed at hourly rate listed in Additional Services listed on [www.fايا.com](http://www.fايا.com)
- Site publicity registration (one time) to at least a dozen major Web search engines. (Directories are not search engines and a fee related).
- e-mail Accounts are included with this package. Additional e-mail accounts are no additional charge, but the time associated with setting them up will be billed based on the schedule of fees at [www.fايا.com](http://www.fايا.com)

#### Setup Fee

#### HOSTING

#### Monthly Hosting Fee

Or

#### Paid in advance Annual fee

All labor performed on the Web Site by FAIA in excess of the services listed above (**subject to a maximum of hour(s) of web design for site creation**) will be billed at the rate for site maintenance as listed in Additional Services at [www.fايا.com](http://www.fايا.com).

**Custom Web Site Plan and Pricing**  
**Florida Association of Insurance Agents**  
3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129  
TEL: 850-893-4155 FAX:850-668-2852

---

**1) Site Organizaition**

Please send us in electronic format the pages you desire and the content on them.

**Also**, if you have any graphics to put on your site, you will need to provide to us the electronic format of those graphics. That is the actual graphic file i.e. **picture.tiff**

**4) Other**

Remember, this will give us a basic outline of what you desire. The more information you give us, the better we can assist you in this design. If there is anything else you can think of, list it below or on the back of this form:

---

---

---



**Web Site Design and Hosting Agreement**  
**Florida Association of Insurance Agents**  
 3159 SHAMROCK SOUTH TALLAHASSEE, FL. 32317-2129  
 TEL: 850-893-4155 FAX:850-668-2852

**Contact and Payment Information**

Contact: \_\_\_\_\_ E-mail : \_\_\_\_\_

**LIST of AUTHORIZED PERSONEL TO REQUEST CHANGES**  
 (please list all individuals authorized to make changes to web site or email service)

|  |
|--|
|  |
|  |
|  |

| Description | Costs |
|-------------|-------|
|             |       |
|             |       |
|             |       |

|       |  |
|-------|--|
| TOTAL |  |
|-------|--|

**Cash/Credit Payments (please choose option below)**

Paid by Check # \_\_\_\_\_

or

Bill \$ \_\_\_\_\_ to Visa/MasterCard Expires \_\_\_\_\_

Card Number:.....:\_\_\_\_\_

Name on Card.....:\_\_\_\_\_

Authorized signature:\_\_\_\_\_

**(American Express not Accepted)**

If monthly hosting was desired, \$ \_\_\_\_\_ will be due the **FIRST** of each month to commence the month following the transfer/setup of CUSTOMER web site.  Check here if you wish us to bill credit card provided above for monthly for hosting.

**Please note:** A Site transfer or setup on our servers is considered "setup or hosted". Hosting services begin the following month, and not when the site is completed. [See item 3 Billing](#)

**Florida Association of Insurance Agents**  
 3159 Shamrock South • P.O. Box 12129 • Tallahassee, FL 32317-2129  
 Telephone: (850) 893-4155 • Fax: (850) 668-2852 • Web Site: [www.faia.com](http://www.faia.com)