

## **INTERNET DEVELOPMENT RETAINER AGREEMENT**

Client signature below signifies agreement to the following terms; and, hereby authorizes SafetyForum, (SF), to develop a website for:

Client Firm Name or URL:

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A retainer in the amount of \$1,000 is required to begin work. Any credit due at the conclusion of services, will be refunded. Fees for services are based on the time expended billed in quarter-hour increments at the rate of \$100 an hour. Fees and expenses are invoiced monthly.

SF will provide its Internet development clients the following. (Visit our website at <http://www.safetyforum.com/id> for more information regarding our services.):

- Website design, development and publishing
- Domain registration
- Website interactive programming
- Hosting referral
- Website evaluation and redesign
- Administration, monitoring and maintenance
- Promotion and listing
- Custom graphics
- Training
- Research and Editorial Services
- Strategic Branding and Communications
- On-going consulting services

The website will be developed in accord with the client's requirements and specifications. The final product will meet client expectations, or the product remains in development, or the project is terminated. If the project is terminated prior to launching the website, any monies collected by SF will be refunded to the client less actual expenses incurred.

It is the responsibility of the client to provide all of the necessary information and materials (text and graphics) to SF to implement a website consistent with the client's expectations. (We are available to convert text or graphic to a format that is usable on the Internet.) Should the client fail to provide all of the necessary information and materials after 180 days from the signing of this document, SF reserves the right to terminate this agreement. Under these circumstances, the retainer is non-refundable and non-transferable.

All materials provided by the client must comply with all applicable copyright laws and use laws. SF is not liable for any infringement upon applicable copyright laws and use laws with regard to any material received from the client.

SF specifies the following as the preferred formats for materials provided by the

client in order to develop the client's website:

Text or copy should be forwarded to SF via electronic mail (email). We suggest that all copy should be professionally proofed (i.e., spelling and grammar) prior to submission to SF. Further, copy for the Internet medium must be especially concise or as brief as possible. We offer editorial services.

Logos, photographs, graphics, and animated images should be in JPEG, TIF or GIF formats, and should be forwarded to SF via email. We can work with the client's hardcopy photographs which will be returned at the conclusion of the project. We offer graphic design services, including but not limited to, logo design.

Videos should be 160 x 120 pixels in Quicktime or MPEG formats for video streaming. Limit each video clip to 15 seconds. Send video clips as an email attachment. (We can work with the client's VHS tape or Beta tape which will be returned at the conclusion of the project.)

Text and graphics provided by the client or written or devised by SF (including custom logos, page headings, backgrounds, etc.) are the property of the client. All custom computer programming scripts (i.e., HTML or CGI) are the property of SF. Our programs may not be used or duplicated without prior consent from SF.

Client agrees to contact SF with all questions concerning invoices, fees and services within 15 days of the date of the invoice. Fees not paid within 30 days of the invoice date will accumulate a "past due" fee at a compounded rate of 2% per month. Accounts more than 60 days past due, will result in: (1) suspension of all work; and (2) the website will be wholly or partially undelivered. SF will resume work and restore all website development activities only upon full payment of account. Client agrees to pay for all time, expenses, interests, late charges and legal fees associated with the collection of past due accounts.

Client will be responsible for obtaining and maintaining any services or equipment needed at client's location to connect to or access the Internet. Client is responsible for such equipment being appropriate and compatible with SF services.

The recommended minimum computer requirements are:

*Web Browser*

- Netscape Navigator or Internet Explorer or comparable software

*IBM-compatible PC*

- 486 or faster IBM-compatible PC
- 8 MB of memory and 8 MB of hard disk space available
- DOS 5.0 or higher and Windows 3.1 or higher
- 14.4 Kbps modem or faster

*Macintosh*

- 68020 processor or higher
- 16 MB of RAM or 8 MB of memory with Virtual Memory, and 9 MB of hard disk space available
- System 7.1 or higher
- 14.4 Kbps modem or faster

SF, while making a diligent effort to provide service and product that is state of the art and of the highest quality, does not warrant its *work product* or any of its services will be uninterrupted or error free; nor does it make any warranty as to the results that may be

obtained from the use of its services, or as to the accuracy or reliability of any content, product, or merchandise provided through its services.

Client agrees to communicate immediately and directly with SF on any matters of service or work product with which they are dissatisfied. Either party may terminate this agreement with 90 days prior written notice.

The parties agree that this writing is their entire agreement, and to submit to the exclusive venue and jurisdiction of Arlington County, Virginia, for all matters arising from this agreement. Should any part be found invalid, the parties intend the remaining provisions to apply. A true copy or facsimile of this agreement is valid.

**Website** \_\_\_\_\_

**Client Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**SF Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

***Type or Print Required Client Information Below:***

Client Name \_\_\_\_\_

Firm or Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail Address \_\_\_\_\_ FedEx Account No. \_\_\_\_\_