

## Flash Building Service Agreement

**THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA**

### Terminology in this Agreement:

**Flash Building**= We, our, flashbuilding.com, flashbuilding, or www.flashbuilding.com

**Client**= You, Your, or Customer

**Build Phase**= The period of time in which Client website is being initially created

**Sign Off Phase**= The process of identifying or labeling Client website as completed

### SECTION 1 - SERVICE AGREEMENT AND ACCEPTANCE

**a.** Service Agreement - This Agreement shall serve as a legal and binding contract between Client and Flash Building.

**b.** Agreement Acceptance - This Agreement may be executed and set into an active state by Client acceptance which involves initiating their electronic signature, which shall have the same effect as delivery of an original document with original signatures. Flash Building automatically signs the Agreement the instant it is accepted and electronically signed by Client using our interfaces which force electronic signature before becoming a client of Flash Building. Therefore it is impossible to be a client or customer of Flash Building unless this Agreement has been read, understood, agreed to, and electronically signed.

### SECTION 2 - FLASH BUILDING OBLIGATIONS TO CLIENT

Flash Building shall be obligated to do the following:

- Carry out all reasonable Client instructions pertaining to their website
- Have links to all Privacy Policy, Hourly Rates, Disclaimers, and Agreements in plain view at [www.flashbuilding.com](http://www.flashbuilding.com)
- Correspond with Client by phone or email to outline the project scope
- Gather and save Client Text Content and Photographs
- Supply Client with a price and time frame estimate before any work begins for any services we perform
- Supply Client with an invoice for each service performed
- Deliver payment invoices to Client within twenty four (24) hours upon completion of service
- Maintain online payment interfaces for ease of use and saving paper
- Work with speed and diligence to produce all Client service requests
- Optimize all websites we create for search engine indexing
- Create professional pages that look and operate as they are intended
- Help in establishing Domain Name, Hosting, and Email accounts for Client website
- Deliver customized pages exact to Client specification
- To never use web templates unless specifically instructed to by Client
- To handle the custom website production process from start to completion and beyond

### SECTION 3 - WEBSITE HOSTING, DOMAIN NAMES, AND EMAIL ACCOUNTS

**a.** Flash Building shall assist Client in acquiring and managing **Hosting Accounts** during the "Build Phase". They are owned by client and hosted through a reputable hosting provider. Flash Building shall not be held liable for any issues relating to the hosting of a website which Flash Building has created. Client has full ownership and access to their hosting accounts through a third party hosting provider that offers their own technical support. Flash Building shall charge its hourly rate for Hosting assistance once past the "Sign Off" from the "Build phase".

b. Flash Building shall assist Client in acquiring and managing *Domain Names* during the "Build Phase". They are owned by client and registered through a reputable registrar. Flash Building shall not be held liable for any issues relating to Domain Name Accounts. Client has full ownership and access to their Domain Accounts through a third party registrar that offers their own technical support. Flash Building shall charge its hourly rate for Domain Name assistance once past the "Sign Off" from the "Build phase".

c. Flash Building shall assist Client in acquiring and setting up *Email Accounts* during the "Build Phase". They are owned by the client. Flash Building shall not be held liable for any issues relating to Email accounts tied to a website which Flash Building has created. Client has full ownership and access to their Email accounts through a third party that offers their own technical support. Flash Building shall charge its hourly rate for Email Account assistance once past the "Sign Off" from the "Build phase".

#### **SECTION 4 - TEXT CONTENT AND PHOTOGRAPHS**

a. Text Content - Client must supply all text for their website or applications. Client shall submit text to Flash Building by email or compact disk. It is Client responsibility to be sure the text is relevant, free from grammatical errors, and not copyrighted by a third party.

b. Photographs - Client must supply all photographs that will be placed on their website by email or compact disk. It is client responsibility to be sure that photos are not copyrighted by a third party and that Client holds ownership of the photographs. Flash Building shall supply links for stock photo providers to Client by email if Client has no photographs to supply for their website.

#### **SECTION 5 - WEBSITE BUILD DEPOSITS**

a. Website Build Deposit (before work begins) - Clients contracting Flash Building to create or redesign a web site for the first time are required to pay \$100.00 US dollar deposit in order for work to begin once all details for the build are communicated to Flash Building. This does not apply to existing clients we have previously built a website for. The \$100.00 deposit will be deducted from the final payment amount for the web site build that Client must pay within thirty (30) days upon completion of the website. Website Build Deposits are non-refundable.

#### **SECTION 6 - PRICES**

a. Website Build Prices - a one time charge to have a website built to completion by Flash Building. Website build prices vary according to each project's scope. This price is set in confidence with Client. Substantial additions made to the scope by Client after all details have been given to Flash Building by Client and a "build" price has been established, will result in an increase in the Build Price.

b. Update Prices - This is Flash Building's hourly rate for web development services. Displayed openly on [www.flashbuilding.com](http://www.flashbuilding.com) and is subject to change. Updates encompass all changes and modifications performed by Flash Building on Client website past the "Build Phase" and "Sign Off Phase".

c. Content Management System Prices - The cost for a system is established in confidence with Client.

#### **SECTION 7 - PRODUCTION PHASES, WORK ORDERS, AND UPDATES**

a. Defining the Production Phases - Client website will undergo a "Sign Off Phase ". During the sign off process Flash Building will request Client look over the entire site with careful scrutiny to allow Flash Building to sign off of the "build phase". All services Flash Building performs after the build phase will be treated and billed as a "Service Work Order" or "Website Update". If Flash Building feels that Client

is intentionally prolonging the build phase to save money or is just unresponsive, Flash Building reserves the right to supersede Client's judgment and make the decision to sign off of the build phase itself. Once the website build phase has been completed and "Sign Off" is confirmed by Client Flash Building's hourly service rate will apply to all future updates and service work orders for the website.

**b. Website Service Work Orders and Website Updates** - Client shall pay Flash Building for all hours spent on a "Website Service Work Order" or "Website Update" at the dollar per hour service rate posted on [www.flashbuilding.com](http://www.flashbuilding.com) for each hour spent. Before work can begin each Work Order will be issued an estimate for the time frame and estimated US dollar amount that Client will owe for that service. Client must agree to the estimated amount and time frame before Flash Building can begin the work. Payment is due upon receipt of your invoice for the Service Work Order or Website Update.

## **SECTION 8 - INVOICES AND PAYMENTS**

**a. Invoices and Due Dates** - Client will be issued an invoice by email upon completion of any web development services. Client shall pay with check by mail, or online through Flash Building's payment gateway. Client shall pay Flash Building the full amount of each service within thirty (30) days of receiving the service invoice.

**b. Failure to Pay** - In the event that Client fails to pay the amount due within thirty (30) days of receiving the invoice, Flash Building reserves the right to remove all work performed involving that particular service work order. Flash Building also reserves the right to suspend future web design services until an outstanding debt is cleared.

**c. Check Payments** - Client can submit check payments to the following address :  
Checks made payable to - flashbuilding.com  
FLASH BUILDING  
125 HICKORY HOLLOW ROAD  
LAKE TOXAWAY NC 28747

**d. Payment Installations** - Flash Building shall not accept payment installations. In other words, client must pay for each service in full within thirty (30) days of receiving an invoice. If necessary Flash Building will divide the website production into separate production phases and Client shall pay as they go over time. In this situation Flash Building will not begin work on a new production phase until the previous production phase is paid for.

## **SECTION 9 - PRODUCTION TIME FRAME**

**a.** Flash Building agrees to work in a timely manner to bring about completion of web pages and applications. Client agrees to supply Flash Building with all necessary instructions and content to produce the web pages or applications in a timely manner. In the event that Client does not submit to Flash Building instruction or content needed for production in a timely manner the original time frame established for that service order will no longer be valid.

## **SECTION 10 - AGREEMENT / RELATIONSHIP TERMINATION**

**a.** Client is free to terminate their agreement/relationship with Flash Building any time by deleting their account from [www.flashbuilding.com](http://www.flashbuilding.com). Relationship termination effectively frees both parties from any obligations set forth while the relationship exists including this Agreement. Flash Building must not tamper with Client website files on server once the relationship has been terminated. Flash Building must not ever connect through FTP to Client server once the relationship has been terminated. Both parties simply part ways so Client can make use of other developers or continue work themselves. Flash Building will also supply Client (at no charge) with all website files, FTP information, and whatever else a different development firm may need to adjust the website themselves.

b. Flash Building reserves the right to terminate the agreement/relationship at any time. In the event that Flash Building must terminate this Agreement it must send all website(s) files in the proper directory structure to Client by email. If Flash Building must terminate this Agreement, it must alert Client of its intentions fourteen (14) days before doing so. Flash Building reserves the right to terminate immediately after the fourteen (14) day period.

## **SECTION 11 - INDEMNIFICATION**

a. Client shall indemnify, defend and hold harmless Flash Building and its successors, assigns, agents, designees and licensees from any claim, liability, cost and expense (including unpaid Rights Payments and attorney fees and costs) in connection with any claim inconsistent with any agreement, undertaking, representation or warranty made by Client herein.

b. Client agrees to defend, indemnify and hold harmless Flash Building against liabilities arising out of any injury to person or property caused by any services sold or otherwise distributed in connection with Flash Building's web design services. And against liabilities arising out of any material supplied by Client infringing or allegedly infringing on the proprietary rights of a third party.

c. Client agrees that it shall defend, indemnify, save and hold Flash Building harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees asserted against Flash Building, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employees or assigns.

## **SECTION 12 - CLIENT AND THIRD PARTY SITE MODIFICATIONS**

a. Flash Building is not responsible for modifications made by anyone other than Flash Building. In the event that a problem occurs due to modifications made by Client or a third party, Flash building reserves the right to not fix the problem. If Flash Building does agree to fix the problem caused by Client or a third party, Flash Building's service fee will be applied.

## **SECTION 13 - MISCELLANEOUS**

a. Independent Contractor - Flash Building shall, for all purposes of this Agreement, be an independent contractor, and not an agent, partner, or joint venturer of Client. Flash Building shall not act or represent itself as having power to bind Client, or create any obligation on behalf of Client, except as expressly set forth in this Agreement.

b. Notices - All notices pertaining to or required by the Agreement shall be in writing, signed by an authorized representative and delivered by hand or mail to the principal office of Flash Building.

c. Amendments - This agreement may be amended, in writing, by either party at any time.

d. Credit - Flash Building may add text on an associated web site, detailing that the site has been designed and authored by Flash Building and provide an appropriate hyperlink to the Flash Building website at [www.flashbuilding.com](http://www.flashbuilding.com). Client can remove the Flash Building hyperlink by paying an additional \$100 to Flash Building to remove the credit link.

e. Displaying Client Website on [www.flashbuilding.com](http://www.flashbuilding.com) - Flash Building reserves the right to display imagery of Client website in the Flash Building portfolio or anywhere else on our website along with a hyperlink to Client website.

f. Ownership of Content - Client shall own and control all Content they provide for their website. Flash

Building shall not own nor have any interest rights in those portions of the Content provided by Client or already owned by Client. Flash Building holds all rights at all times to Flash Building's custom graphics, images, and programming. Client shall not use Flash Building custom graphics, images, or programming for any website or application other than the website or application it was created for.

**g. Limitation of Liability** - In no event shall Flash Building be liable for lost profits of Client, or incidental, consequential, indirect, exemplary, or special damages (even if Flash Building has been advised of the possibility of such damages) arising from this Agreement, or from any claim by any third party.

**h. Arbitration** - In the event of any dispute arising out of this Agreement, both parties agree to resolve such dispute by binding arbitration in the state of North Carolina USA. Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of Flash Building.

**i. Client as Owner/Representative** - Client hereby attests to be the owner or owner appointed representative for the company requesting application or website production through Flash Building's web development services.

**j. Entire Agreement** - Flash Building and Client both acknowledge that this Agreement and its exhibits sets forth the entire Agreement and understanding of the parties as to the subject matter contained in this Agreement, and shall only be amended in writing with ink signatures. Amended Agreements supersede this Agreement.

**This Agreement has been initiated and electronically signed through electronic acceptance by both parties**

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