

 <p>floridakeys.com keywest <i>Your Internet Marketing Partner</i></p>	<p>91731 Overseas Highway Tavernier, FL 33070 Phone: 305.853-7277, x24 Fax: 305.853-0556 Email: Shirley@FloridaKeys.com</p>
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WEBSITE DEVELOPMENT AGREEMENT

Company Name ("Company"): _____

Contact: _____

Mailing Address: _____

City: _____ **State:** _____ **ZIP:** _____

Phone: _____ **Fax:** _____ **Email:** _____

Web Address: _____

This Agreement is made and entered into by and between FloridaKeys.com (hereinafter referred to as "Contractor") and Company, whose name first appears in "Company Name" entered above.

WEBSITE CREATIVE DESIGN AND CONSTRUCTION

Contractor agrees to provide website development services utilizing such programming techniques and standards as may be in common industry use for the term of development. The website will be designed for viewing with Netscape/Microsoft Internet Explorer compatible browsers. Other browsers, such as AOL, do not adhere to industry standards and, therefore, there is no guarantee that the Company site will appear properly in these non-standard browsers.

The website will consist of _____ custom-design web pages, content of which will be specified in separate attachments to this Contract. Company agrees that the addition of pages, changes in design or programming requirements, or new content development not specified in this Agreement will result in additional charges.
(Company's Initials) _____

Development of website components will commence only after Contractor has received and approved all materials specified in Exhibit A. It is the Company's sole responsibility to provide all text and graphic content for the website, except for materials specifically agreed to by Contractor in Exhibit B. **(Company's Initials)** _____

Upon receipt of required materials from Company, Contractor will produce Creative Design consisting of index (home) page of website including navigational bar and other elements that will be replicated throughout the website. Company shall indicate approval of Creative Design by signature of attached Exhibit C **PRIOR** to Contractor undertaking Construction of remainder of site. Company agrees that all changes to Creative Design after approval will result in additional charges. **(Company's Initials)** _____

STOREFRONT This site includes a store: yes: no:

A Website Store will be developed using StoreFront™ Internet Shopping Cart Software and designed for a Netscape/Microsoft Internet Explorer environment. This store will employ Secure Socket Layer technology allowing for secure transmission of all product orders and credit card information. Development fees are based on _____ initial products to be included in the store. Company will be provided access through the StoreFront™ interface to add/modify/delete product information. **(Company's Initials)** _____

WEB SITE FEES					
Web Site Creative Development:					\$
No. of pages:					\$
Store Front Development (Number of Items: _____)					\$
Miscellaneous Development Charges (database, custom graphics, etc.)					\$
Additional Monthly Charges	\$	Per month		Months minimum	\$
TOTAL INITIAL COST					\$
50% of Development Fees due upon signing (non-refundable), 50% due upon completion					\$
DOWNPAYMENT					\$
Rates quoted valid for 30 days from:					BALANCE DUE
					\$
Check # _____ Credit Card: _____ ID Code _____ Exp: _____					

TERMS and CONDITIONS

Contractor shall not be liable for any loss or damage alleged to arise from errors within published materials, or by their non-appearance due to circumstances beyond the reasonable control of Contractor, or for the content of published materials created based upon materials submitted by Company.

Company is solely responsible for confirming the accuracy of the content of their published materials and notifying Contractor of required changes. Company agrees to indemnify and hold harmless Contractor for any loss, liability, or damage arising from or in connection with this website or any services provided by Contractor.

Prices and conditions are subject to change. All HTML code and digital graphics developed or provided by Contractor are copyrighted and may not be copied, downloaded, reproduced or used without the express written permission of the Contractor. Content deemed inappropriate, in the sole discretion of Contractor, may be removed at any time.

This agreement is self-renewing. Either party may terminate this Agreement by providing 30-days advanced written notice to the other party.

All prepaid services are non-refundable. Invoices that exceed 45 days past due will result in the discontinuation of services provided by Contractor including hosting and advertising. A \$50.00 fee will be assessed for re-activation of service.

By signing below, Company agrees to these terms and also certifies that it has all rights and permission necessary to distribute and display the materials Company has provided for inclusion in Company's advertisement, and further agrees to indemnify Contractor against any action for unauthorized use.

This Agreement is **ACCEPTED & APPROVED** by Company:

Authorized Signature: _____ **Date:** _____

Contractor Sales Rep: _____ 96 _____ Newzware: _____ Online Date: _____

Contract # _____

Exhibit A – Material Requirement Sign-off Sheet

Company agrees to provide the following materials to Contractor for purposes of Creative Design and further agrees that Contractor will not commence Creative Design until all listed materials have been provided. Company Initials: _____

Materials Accepted & Approved by Contractor:_____Date: _____

Company agrees to provide the following materials to Contractor for purposes of Website Construction and further agrees that Contractor will not commence Website Construction until all listed materials have been provided. Company Initials: _____

Materials Accepted & Approved by Contractor:_____Date: _____

Exhibit B – Material Content to be Provided by Contractor

Contractor agrees to develop or provide the following materials for purposes of Creative Design and Constuction of the website. Contractor will, to the best of its knowledge, inform Company of any royalties, fees, or restrictions associated with use of the material and seek Company approval of same prior to use.

Exhibit C – Website Creative Design and Completion Approval

Graphic Design Approval

As of this date _____, Contractor has provided Company with a representation of the Graphic Design of the site. Company has reviewed and hereby Approves use of the Graphic Design in the Construction of the website. Company agrees that any changes made to the Graphic Design from this date forward will incur additional charges at Contractor's applicable hourly rate.

Signed: _____ Date: _____

Completion of Website Development

As of this date _____, Contractor has provided Company with access and information necessary to review and approve the design and function of the contracted website. Company has reviewed and hereby Accepts completion of the Development requirements of this contract. Company agrees that any changes made to the website from this date forward will incur additional charges at Contractor's applicable hourly rate.

Signed: _____ Date: _____