

## TERMS OF SERVICE

By contracting Bowens Design, you accept and agree to the following terms: New Design

1. This contract and a description of work is required for new designs. Print this out -sign it. Also write down exactly what you want and sign it. This is for your protection and understanding of project expectations. I guarantee your satisfaction.

2. Please send all materials you want returned with a Self Addressed Stamped Envelope (SASE) for quick return. If design work is stopped because the designer must wait more than 30 days after work has started for additional materials from you, the designer reserves the right to bill as completed work.

3. Electronic submission is preferred. Prices reflect electronic submission, if you need to submit paper copies via postal mail contact me for pricing.

My prices are all posted on my Web site.

-You will be satisfied, I guarantee it-

4. The following are required before the commencement of a new project:

Non-refundable deposit of 50 percent of the total estimate

Signed contract

Fee for the first quarter of Web hosting

Fee for your domain name

5. The payment balance is due within 10 days after project completion. "Completion" is defined as the Web site being graphically completed and suitable for public viewing although minor editing may still be in progress.

Design Maintenance and Web Hosting

1. For the sites I design hosting is provided by Bowens Design and Only Farms exclusively.

2. Maintenance is FREE for the first 3 months (after the new site is completely paid for and published) after that it is billed at my regular hourly fee of 35.00 per hour -(1 hour minimum) 2nd hour and up billed in 15 minute increments.

Minor maintenance such as adding a text link, simply moving a horse to the sales page\*, or marking a horse sold is always FREE and is done as my time permits. \*By "simply" I mean if I can move the exact photo and text from one page to the next with no changes.

3. All paid maintenance is usually completed within the day I receive it, but is always completed within 48 hours. You will receive e-mail confirmation from me that I received your request and you will be e-mailed as soon as the update has been done so you can check for correctness. -Don't continue to e-mail and call me...if you have received your confirmation that I received your request then you can be assured that your changes will be live within 48 hours. If you do not receive confirmation from me within 3 to 4 hours Monday through Friday 5am to 6pm (not counting Holidays) then you need to re-send your information, as you know e-mail is not reliable sometimes.

Copyrights and Authorship

1. Copyright in the form of intellectual property for my graphic design and layout belong to me (BowensDesign.com.)

You own your photos and the site content. You are paying me for my labor in the form of an hourly or page fee for adding content which you supply me to a page or pages described as screens -(one page is equal to about 3 average computer screens in length). If you should elect to transfer away from Bowens Design I will do my best to make your move as easy as possible, however you must understand that you

do not own my design. You may purchase your complete website saved to disc at any time for a fee. At that time Bowens Design authorship credit must continue to stay visible on each page of the site with a link back to Bowens Design as long as the design and website are used. The original design graphics cannot be edited or changed by anyone other than Bowens Design, however you are free to use your Web site design in the manner it was paid to be used as long as the conditions above are met.

2. You own your domain name and it will stay registered to you, Administration, contact and billing will be transferred to Bowens Design.

3. Bowens Design requires that authorship credit in the name of BowensDesign.com or ONLYFARMS.com accompany design work or hosting at the bottom each page, in the form of a small image or a small text file. If you move your Web site all credits and links to it's design must stay in place.

4. All sites hosted with BowensDesign.com and ONLYFARMS.com must be family-friendly; must contain NO foul language, pornography, or slander; must not be illegal in nature; and must not participate in Spam.

#### Billing and Payment

1. Invoices are provided to you via email in the form of an Adobe .pdf file which you can save and print. They are sent before the beginning of each quarter (after project completion). As an option your invoice can be mailed via the postal service, please request this if needed. You will be billed for any maintenance (updates etc.) that were done in the current quarter along with the hosting for the next quarter at the time of invoice. Invoices are sent in December -March -June and September and are DUE ON RECEIPT with a 7 to 10 day grace period.

NOTE: Failure to receive your invoice does not relieve your obligation to pay.

Payments that are late or not reconciled within the due date will result in the Web site being suspended and removed. There is a \$35.00 renewal fee to un-suspend your Web site for non payment.

Renewals must be paid in advance and on time to ensure the Web site remains uninterrupted. I do not pay this for you -if I do not have your payment on time your site does not renew....it's that simple.

Invoices are net due within 10 days.

Habitual late payers will, at anytime I deem necessary, be billed my current hourly fee to copy and burn their site to disc, along with the current postal rate and be asked to find a new Webmaster, at which time the site will be removed from my server.

2. Payment is to be made to "Debby Bowen"

3. If a yearly payment plan is desired, please contact Bowens Design for details.

4. Billing questions must be addressed within two business days of receiving the invoice. Otherwise, the invoice is considered as accepted and payment is due.

5. Normal maintenance work is billed at \$35 USD per hour -OR my current posted fee. Additional services or extensive re-work after your approval of the project may be subject to extra charges or a paid retainer. Work requested on weekends or holidays may be billed separately and at a higher rate.

6. Any payments rejected either by credit card or returned personal check must be reconciled immediately. The fee for a returned check is \$30.00.

7. Bowens Design accepts Visa/MasterCard payments through Pay Pal, I prefer to be paid this way it is quick and very convenient. It is secure! You are welcome to send me personal checks as well, your choice.

Please contact us if you have any questions.

By signing and dating here you agree that you have read, understand and agree to this Bowens Design terms of service contract. Please click here to print, sign and mail this contract to me along with a separate sheet of instructions outlining what you want. I appreciate your business and welcome you to our family. -Debby

Signature \_\_\_\_\_

Date \_\_\_\_\_