



Professional, beautiful, affordable web sites

## Terms of Agreement

### Semi Custom Templates for Actors

Please review and sign our **Terms of Agreement**

1. **Authorization.** The above named client is engaging DMY Studio and Denise Young as an independent contractor for the specific purpose of implementing a template as specified in the interview and project description. The preceding is our only responsibility. If you wish to make additional changes you must request an additional quote.
2. **Cancellation.** DMY Studio and Denise Young has a right to cancel the order and refund in the following cases:
  - a) The client does not give dmystudio.com all the data necessary for implementation of site.
  - b) The client demands unreasonable revision of the order.
  - c) We suspect the payment to be fraud.
3. **Revisions and Acceptance.** Any future modifications, changes and additions to the design and/or content after the completion of site will be billed at our current rate specified on our web site.
4. **Method of Payment.** Clients total amount shall be paid upon the signing of this contract. All payments shall be made in US funds. We shall begin work on your site once funds are deposited and accounted for into our banking account and we have received all of your materials for your web pages.
5. **Assignment of Project.** DMY Studio and Denise Young reserves the right to assign subcontractors to this project to insure the right expertise for the job as well as on-time completion.
6. **Changes to Submitted Text.** Please provide your **final** text. Time required to make substantive changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate of \$65 per hour.
7. **Copyrights and Trademarks.** The client represents to Denise Young and DMY Studio unconditionally guaranteeing that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Denise Young for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Denise Young from any claim or suit arising from the use of such elements furnished by the client.

8. **Term of agreement.** Denise Young will complete the proposed website in a timely manner. Upon receiving materials from you, the client, we will in all good faith attempt to complete your site within two weeks. If for any reason we are unable to complete the site in this fashion we will send you written notification.
9. **Laws Affecting Electronic Commerce.** From time to time the governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Denise Young and her subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
10. **Copyright to Web Pages.** Copyright to the finished assembled work of web Pages produced by Denise Young is owned by Denise Young. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Denise Young retains the right to display graphics and other web design elements as examples of her work in her portfolios.
11. **Limited Usage Granted.** You may use each individual product on a single website only, belonging to either you or your client. You have to purchase the same template once more in order to make another project with the same design.
12. **Modifications.** You are authorized to make any necessary modification(s) to our products to fit your purposes.
13. **Unauthorized Use.** You may not place any of our products, modified or unmodified, on a diskette, CD, website or any other medium and offer them for redistribution or resale of any kind without prior written consent from Denise Young and DMY Studio.
14. **Assignability.** You may not sub-license, assign, or transfer this license to anyone else.
15. **Initial Payment.** The total amount of this contract is \$ \_\_\_\_\_.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

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Client

Date

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Denise Young, DMY Studio

Date