

Rio Paso Web Design Website Maintenance Plans

A maintenance contract is a pre-paid term agreement for Rio Paso Web Design to work on your website, maintain and add pages, content or text on a regular basis.

Websites are not intended to be static nor should they be, especially if you want to continue to grow your rankings in major search engines, enhance your relevancy to clients and visitors and keep your site "fresh". *There is tremendous value in an active website that is constantly improving and evolving and a site that is constantly evolving tends to perform much better in major search engines.*

The worst thing possible with a website is to **"set it and forget it"** unless you have no intention of acquiring top rankings in major search engines or continuously increasing your site traffic and site conversions or remaining topical to repeat visitors.

Revising and maintaining your website is probably the most important service you should seek when choosing your web developer. **Rio Paso Web Design** offers website revision, maintenance and expansion services at a very affordable cost in comparison to Rio Paso's standard hourly rates and at much lower rates than virtually all other companies. Changes and updates will be done for you at a rate less than the non-contracted hourly rate. (\$20.00/hr) A maintenance contract for your website also gives you priority over non-contracted services, which in certain circumstances is quite valuable. In addition, I can revise your website more easily than others might, if I was the original designer. This continuity of service is an important component of a website monthly maintenance agreement with **Rio Paso Web Design**.

Your expected frequency of website revisions and vision towards the continued growth and evolution of the site should influence your maintenance contract choice. You have these options:

Pay-As-You-Go: Revisions of your website can be made as often as desired, based on my standard hourly rate of \$20.00 per hour, with a two hour minimum charge. This includes the website revisions and uploading of all changes onto the Internet, as well as the addition of new pages. Creation of graphical elements will be billed at the rate of \$35.00 per hour.

Yearly Website Maintenance Price Packages

Bronze (\$300/yr): Up to 24 hours* allotted for revisions or additions per year. This can be accomplished in any maintenance schedule you choose; whether monthly, quarterly, biannually, etc. Work that exceeds the 24 hour maximum will be billed at the standard hourly rate of \$20 per hour. Creation of graphical elements that exceed the 60 hour maximum will be billed at the rate of \$35.00 per hour. If less than 24 hours of allotted maintenance is used during the course of 12 months, renewal of the plan will not be required until all available hours have been exhausted (referred to as "rollover hours"). **Maintenance plan may be upgraded at any time within the first six months.**

Silver (\$700/yr): Up to 60 hours* allotted for revisions or additions per year. This can be accomplished in any maintenance schedule you choose; whether monthly, quarterly, biannually, etc. Work that exceeds the 60 hour maximum will be billed at the reduced hourly rate of \$17 per hour. Creation of graphical elements that exceed the 60 hour maximum will be billed at the reduced rate of \$30.00 per hour. If less than 60 hours of allotted maintenance is used during the course of 12 months, renewal of the plan will not be required until all available hours have been exhausted (referred to as "rollover hours"). **Maintenance plan may be upgraded at any time within the first six months.**

Gold (\$1,200/yr): Up to 120 hours* allotted for revisions or additions per year. This can be accomplished in any maintenance schedule you choose; whether monthly, quarterly, biannually, etc. Work that exceeds the 120 hour maximum will be billed at the reduced hourly rate of \$15 per hour. Creation of graphical elements that exceed the 60 hour maximum will be billed at the reduced rate of \$25.00 per hour. If less than 120 hours of allotted maintenance is used during the course of 12 months, renewal of the plan will not be required until all available hours have been exhausted (referred to as "rollover hours").

* Graphical/artistic elements are equivalent to two hours for every one hour of textual inputs and updates.

Maintenance Agreement and Terms

Name _____

Company/Organization _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ E-Mail _____

1. Authorization. The above-named client is engaging Rio Paso Web Design, a sole proprietor, located at 1000 N. Loop West, Suite 100, El Paso, TX 79901 as an independent contractor for the specific project of maintaining a World Wide website installed on the client's web space on a web hosting service's computer. The client hereby authorizes Rio Paso Web Design to access this account, and authorizes the web hosting service to provide Rio Paso Web Design with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for the term of this contract.

2. Standard Website Maintenance Elements. Rio Paso Web Design includes the following elements in all maintenance plans:

- **Words of text** supplied by the client. (Copy generated by Rio Paso Web Design is subject to additional charges not to exceed \$20.00 per hour.)
- **Links** to external pages or pages within the site.
- **Graphics.** Graphics created or altered on direction by the client. Subject to hourly rates as defined in the maintenance plan selected by the client.
- **Photos.** Photos supplied by the client (all photos must be digital photos; 200 minimum psi preferred).

3. Maintenance and Hourly Rate. Maintenance and hourly rates are as per the maintenance plan selected by the client. Unused hours or portion thereof remaining (if any), shall "roll over" to the next contract year until exhausted. A new 12 month contract will not begin until all hours available in the preceding maintenance contract have been satisfied.

4. Payment. Maintenance fees to Rio Paso Web Design are due and payable on receipt of invoice. All payments will be made in US funds.

5. Assignment of Work. Rio Paso Web Design reserves the right to assign subcontractors to maintenance and design work to insure the right fit for the job as well as on-time completion.

6. Legal. Rio Paso Web Design does not warrant that the functions contained in any web pages will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the web pages and website is with client. In no event will Rio Paso Web Design be liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website, even if Rio Paso Web Design has been advised of the possibility of such damages. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

7. Copyrights and Trademarks. The client represents to Rio Paso Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Rio Paso Web Design 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 Rio Paso Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

8. Laws Affecting Electronic Commerce. From time to time 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 Wilson Internet Services and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

9. Copyright to Web pages. Copyright to the finished assembled work of web pages produced by Rio Paso Web Design is owned by Rio Paso Web Design. 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. Rio Paso Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

15. Late Payments. In order for Rio Paso Web Design to remain in business, payments must be made promptly. Delinquent bills will be assessed a \$15 charge if payment is not received within 21 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Rio Paso Web Design reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Rio Paso Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Wichita County, Texas, and any dispute will be litigated or arbitrated in Wichita County, Texas. Please pay on time.

16. Sole Agreement. The agreement contained in this "Website Maintenance Contract" constitutes the sole agreement between Rio Paso Web Design and the client regarding this website. Any and all changes must be authorized by writing or e-mail. All prices specified in this contract will be honored for the duration as specified in this contract. Continued maintenance services after that time will require a new agreement.

18. Payment and Refund Policy.

The total amount of this contract is (check one):

- "Pay-As-You-Go"** \$20.00 per hour (2 hour minimum; graphic design \$35.00 per hour)
- "Bronze"** \$300.00 per year (24 hours; excess hours billed at \$20/hour; graphic design \$35 per hour)
- "Silver"** \$700.00 per year (60 hours; excess hours billed at \$17.00/hour; graphic design \$30 per hour)
- "Gold"** \$1,200.00 per year (120 hours; excess hours billed at \$15.00/hour; graphic design \$25 per hour)

Note: Yearly plans shall begin as per the dated signature following the written terms of this agreement. The maintenance agreement shall endure a *minimum* of 365 days or until allotted hours are exhausted.

Maintenance Agreement and Terms - Continued

All yearly maintenance plans are subject to payment in full of the yearly fee prior to maintenance work to proceed. "Pay-As-You-Go" plan ONLY is not subject to an advance payment. All maintenance plans are subject to payment on receipt of invoice. The undersigned agrees to the terms of this agreement on behalf of his or her organization or business. Refunds do not apply.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Rio Paso Web Design (authorized signature)

_____ Date _____

This document may be signed electronically.

Electronic signature will be as binding in this document as if conventionally signed.

Note: Payment for Bronze, Silver, & Gold maintenance must be paid in full prior to the commencement of any work. Please check below to signify method of payment:

Online payment via PayPal®

Check or money order. (Make payable to: Rio Paso Web Design.)
Mail to:

**Rio Paso Web Design
700 Bell Road South
Iowa Park, TX 76367**



**INSTRUCTIONS FOR SUBMITTING
FORM DATA VIA E-MAIL:**

1. After filling in ALL form fields, click the 'Submit' button located on the bottom of the form.
2. A dialog box will open (Select E-mail Client) asking you to select the e-mail application you normally use; i.e., Desk Top (MS Outlook, MS Outlook Express, Eudora, or Mail) or Internet (Yahoo, Hotmail Gmail, etc.).
3. Select the e-mail application you normally use.
4. If you select 'Desk Top' you will need to check your Outbox in your desk top program. While the application will configure an e-mail and attach the form, you may have to click the 'Send' button to manually submit your report.
5. If you select 'Internet', the form data will be saved as an FDF (Form Data File) in the file folder directed by you. **Note the folder in which the FDF file is saved.** You will then log in to your internet e-mail account and manually attach the FDF file to your e-mail. Send the e-mail to: RWD@iowa.net
6. **Print a copy of your form for your records. BEFORE exiting the form.**