

- 5 PAYMENT OF FEES:
Fees to Tombigbee.Net are due and payable on the following schedule:
- 25% upon signing this contract
 - Balance to be paid in three (3) equal monthly installments. These payments may be simply added to your Web Hosting/Dial-up bill until completed.
 - All payments will be made in US Funds.
 - Payments for Internet Web Hosting Services may be paid one-year in advance, if the business client so desires. If choosing to do this the client will receive one month's Web Hosting / Dial-up free of charge. Be sure to make that request known, we will be happy to accommodate.
- 6 ASSIGNMENT OF PROJECT:
Tombigbee.Net reserves the right to assign subcontractors to this project to ensure the right fit for the job, as well as on time completion.
- 7 LEGAL STUFF:
In no event will Tombigbee.Net be liable to the client or any third party for any damages, including but not limited to, any lost profits, lost savings or other incidental, consequential or special damages (however arising, including negligence) arising out of or in connection with this Website. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of your breach of the Agreement or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
If any provisions of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed voided from this Agreement and shall not affect the validity and enforceability of any remaining provision.
- 8 COPYRIGHTS & TRADEMARKS:
The client represents to Tombigbee.Net and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Tombigbee.Net for inclusion in these 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 Tombigbee.Net and it's subcontractors from any claim or suit arising from the use of such elements furnished by the client.
- 9 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 Tombigbee.Net and it's subcontractors from any claim, suit, penalty, tax, or tariffs arising from the client's exercise of Internet Electronic Commerce.
- 10 COPYRIGHT TO WEBPAGES:
Copyright to the finished assembled work of Web pages produced by Tombigbee.Net is owned by Tombigbee.Net. 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, meta-tags, programming and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Tombigbee.net and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios.

11 PAYMENT OF LATE FEES:

Payments will be made to Tombigbee.Net. Delinquent bills will be assessed a 10% late charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, Tombigbee.Net reserves the right to remove the Website and all of its contents from public viewing on the Internet until final payment is made and/or if maintenance payments are not made when due. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Tombigbee.Net. Regardless of the place of signing of this agreement, the client agrees that for purpose of venue, this contract was entered into in Marion County, Alabama.

12 SOLE AGREEMENT:

The agreement contained in this document constitutes the sole agreement between Tombigbee.Net and the client regarding their Website. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for one year after both parties sign this contract. Continued services after that time will require a new agreement.

13 ESTIMATE, INITIAL PAYMENT & REFUND POLICY:

This Website will include up to _____ Web pages and our estimated cost for the entire project is \$_____. If all the components needed to complete this project are given to Tombigbee.Net by _____ this project can be completed by the approximate date of _____.

This agreement begins with an initial payment of \$_____. If the client halts work and applies by registered letter for a refund within 30 days to Tombigbee.Net, POB 610, Guin, AL 35563, work completed shall be billed at the hourly rate of \$25.00 and deducted from the initial payment, the balance of which shall be returned to the client. If, at the time of the request for refund, work has been completed beyond the amount covered by the initial payment the client shall be liable to pay for all work completed at the hourly rate stated above. No portion of this initial payment will be refunded unless written application is made within 30 days of signing this contract.

