

## Terms and Conditions:

Please note the following terms and conditions when working with 21 Crows, LLC on Website Design, development and/or hosting:

21 Crows, LLC wants to make sure that you, as a client, understand our website packages and hosting as they pertain to you.

One way is to make clear our understandings with each other. These are the terms of our agreement together:

The client hereby authorizes 21 Crows, LLC to access this account, and (if applicable) authorizes the web hosting service to provide 21 Crows, LLC with "write permission" for the client's webpage directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The client also authorizes 21 Crows, LLC to publicize their completed website to Web search engines, as well as other Web directories, guidebooks, other agencies and indexes. An initial consultation meeting, either by phone or in person, was made to receive customers input. After draft is made, changes to website will be at an hourly rate of \$50.00 per hour.

**2. Standard Website Package Elements.** 21 Crows, LLC includes the following elements in their Standard Website Packages:

- **E-mail/phone consultation** Up to 1 hour total general Internet orientation education, marketing strategy and web design consultation at 21 Crows, LLC site. Off site consultations begin at \$50.00/hour with a minimum of 1 hour. Telephone long distance charges are in addition to package rates quoted. Additional education and consultation is at our hourly rate of \$50.00 per hour.)
- **Initial Words of text** supplied by the 21 Crows, LLC (200-400 words per page.) After initial text, 21 Crows, LLC will provide website work at \$50.00 per hour.
- **Links** to external pages, up to an average of 5 per page.
- **Custom Graphics Package.** Masthead graphic on first page (simple custom graphic incorporating company logo). Top-of-page graphic for all other pages in your website. Colorful lines and bullets, and colored and textured background.
- **Photos and other miscellaneous graphic images** supplied by client (up to an average of 3 pictures included per page in standard websites and in addition to masthead and top-of-page graphic. Please ask for 21 Crows' document: *Guidelines for Submitting Images and Pictures* for more information.
- **Installation** of webpages on the client's web hosting service.
- **Minor updates and changes** to existing webpages subject to the limits outlined below and billed at an additional changes billed at hourly rate.

**3. Changes to Submitted Text.** Please send us your **changes in e-mail text**. It will be copied and pasted "as is". Time required to make changes to client-submitted text after the web pages have been constructed will be additional, billed at the hourly rate of \$50.00. All fees (including charges for updating and changing new text) must be paid in full before the changes are placed live online.

**4. Completion Date.** 21 Crows, LLC and the client must work together to complete the website in a timely manner. Upon initial completion of site, client has 5 days to check and make minor additions. Upon completion of site, money is due. If payment is not received within ten days of completion, site will be suspended until payment is made. 21 Crows, LLC is not responsible for loss of business at any time before, during or after the hosting or designing of site, including when client does not pay and account is suspended. Additions will require additional charges. We agree to work expeditiously to complete the website.

**5. Payment of Fees.** Fees to 21 Crows, LLC are due and payable on the following schedule:

Upon initial completion of site and before it is placed on the web. Advertising the pages to Web search engines and updating occur only after the final payment is made.

Monthly payments payable on the 3<sup>rd</sup> of each month. All payments will be made in US funds.

**6. Assignment of Project.** 21 Crows, LLC reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**7. Legal Responsibility.** 21 Crows, LLC does not warrant that the functions contained in these webpages or the Internet website will meet the client's requirements or that the operation of the webpages will be uninterrupted or error-free. All work and/or hosting paid is not refundable. The entire risk as to the quality and performance of the webpages and

website is with client. In no event will 21 Crows, LLC 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 webpages or website, even if 21 Crows, LLC has been advised of the possibility of such damages. In the event of decease of host (including 21 Crows LLC/Jannette Quackenbush), all work (including hosting, websites, and travel guides) is non-refundable. 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.

**8. Photos.** Some pictures supplied by 21 Crows, LLC require licensor and copyright marks and text. By signing this contract, you are agreeing that all of the photos are royalty free, not copy-written nor violating any laws. You will be responsible for any ramifications by law for supplying or allowing such photos for the site and agree to pay any and all expenses involved should an occurrence arise. You agree that the use of all photographs do not violate a person's right to privacy or publicity, infringe upon any copyright, trade name, trademark, or service mark of any person/entity. You also agree that all photos taken of people and places have a signed a release permitting reproduction of the image. 21 Crows, LLC makes no representations or warranties that it owns or licenses any rights nor does 21 Crows, LLC grant you any rights including copyright, trademarks, or rights of publicity belonging to any person, place, property, or subject matter depicted in any image or graphic. 21 Crows, LLC makes no representation or warranty as to the accuracy of any information provided with the photos. You are solely responsible for determining whether your use of any image requires the consent of any third party or the license of any additional rights, and you should not rely solely on the information provided by 21 Crows. If you are unsure whether additional rights are needed for your use, you are responsible for obtaining competent legal counsel.

**9. Copyrights and Trademarks.** The client represents to 21 Crows, LLC and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to 21 Crows, LLC for inclusion in webpages 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 21 Crows, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. It is client's responsibility to check the site for changes in inclusion.

**10. 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 21 Crows, LLC and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.

**11. Copyright to Webpages.** Copyright to the finished assembled work of a single website produced by 21 Crows Productions is owned by client and/or 21 Crows. Information cannot be pulled from the website to be used on another site or for any use without written permission from 21 Crows. However, the site shall continue at all times to have a declaration on each page stating: Photo Copyright 21 Crows, LLC and its licensors. Site design by 21 Crows, LLC ([www.heartofhocking.com](http://www.heartofhocking.com) and [www.21crows.com](http://www.21crows.com)) and a link to the site. 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. Photos owned by 21 Crows, LLC and used in the site may only be used in the site. 21 Crows, LLC and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios and on additional sites.

**12. Payment of fees.** In order for 21 Crows, LLC to remain in business, payments must be made promptly. All invoices are sent via e-mail. Clients are responsible for receiving these e-mails and e-mail changes must be sent to 21 Crows, LLC promptly. 21 Crows, LLC is not responsible for client not receiving invoices sent via e-mail. If you have not received an invoice within 10 days of services, contact 21 Crows, LLC at [jan@heartofhocking.com](mailto:jan@heartofhocking.com) to receive another invoice. All payments due on a monthly basis are payable on the 3<sup>rd</sup> day of each month. All other payments are due upon the next day after completion of site and five day checking period. Delinquent bills will be assessed a \$30 charge if payment is not received on 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 along with a \$30.00 fee. Site development is based on a 30 day period. If discounts are specified on a quote, the discount will only be extended during the 30 day period from date of price quote. Payment must be made during the 30 day period to receive special discounts. 21 Crows, LLC reserves the right to remove webpages 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.

**13. Optimization Changes.** Client understands that graphics, text placement, text phrasing, pictures and position of features on the website can be substantially changed by the client reducing the benefits of the optimization. Although

site may have a 1-time no charge optimization as part of a package, it may not be at peak efficiency due to changes or other events out of 21 Crows, LLC hands. The way Search Engines rank sites changes at irregular intervals. In any event, 21 Crows, LLC is not responsible if site is not picked up by major search engines nor if it does not rank over competitors.

**14. Ownership of Property and Website.** You agree that the property you are providing information for is owned *only* by yourself and/or stockholders. Managed property must have a separate agreement/contract for each property listed on website.

**15. Sole Agreement.** The agreement contained in this "Website Design Contract" constitutes the sole agreement between 21 Crows, LLC and the client regarding this 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 1 year after both parties sign this contract. Continued services after that time will require a new agreement. Should either party wish to terminate this agreement, it may be terminated after 60 days of written notice and without penalty.

**16. Charges that may apply. If an account has been disabled due to nonpayment, client will be charged for reinstatement costs at \$50.00 per hour *and* the following:**

**To reinstate listings on heartofhocking.com or heartofhocking.com subsites: \$50.00 per individual listing.**

**To reinstate websites: \$50.00 per website**

**To reinstate search engine submittal: \$50.00**

**To reinstate index page advertisements/listings: \$50.00 per website.**

**17. Alterations from initial cost because customer cannot pay. There will be no alterations of cost because customer cannot pay. A payment plan can be offered to help with financial needs. This does not imply payment does not need to be made in full. All payments are due and payable ten days after completion of site. 21 Crows, LLC offers website hosting only as a package with a website. It cannot be purchased separately.**

**18. Listings on Travel Guides -** If you wish to reserve a listing for the Heart of Hocking and Heart of Ohio travel guides, you must return all forms with the correct box checked along with a check or money order for your listing as per membership handout. **Even if you are not charged for the listing or there is no fee involved, you must still return this form to reserve your position in the guidebooks!** If you do not receive an e-mail stating the form was received by your listing will not be added. If you do not want a listing, simply do not return the form.

**After Dec 5, discount price will not be extended. Because of the vast number of travel guides we offer and the amount of time it takes to make changes for each listing, changes to listings after Dec 5, will be charged at \$50.00/hour. If you have difficulty understanding your price, please send an e-mail to [hockinghillsquide@gmail.com](mailto:hockinghillsquide@gmail.com) your listing preferences and number of cabins you offer and we'll send you the pricings.**

Listings are first-come, first served and listed based on the services provided by 21 Crows. Business owners are solely responsible for the accuracy of any information on their listing and must check them accordingly. 21 Crows, LLC bears no legal responsibility for inaccuracies or lack of listings. 21 Crows, LLC reserves the right to limit or edit submissions and some guidebooks listed may change or be removed. Numbers of listings are limited. There are no refunds and if changes are made, there may be a \$50.00/hour fee. All listings added after Dec 1 of each year may only be listed on heartofhocking.com. If you have a site hosted and/or designed and terminate your services, your travel guide listings will be terminated.

**21 Crows' pricing is based on one business entity or cabin rental. For management property owners, each cabin rental property is considered a separate entity and is charged according to each year's fees – extra for each cabin rental property represented. Cabin owners who manage any property other than their own property or private owners with more than 3 cabin rentals are also considered management property owners.**

It is important that you understand two of the main influences in rating prominently in the search engines is the length of time the site has been on the internet and the number of *incoming* links the site maintains. Both are factors that you have control over. With many of the sites it designs, 21 Crows, LLC has given the client the added benefit of search engine optimization and submittal which greatly enhances the ability of a site to be found by customers. You can also be a great force in marketing your site by contacting other businesses and exchanging links. (You add their link to your site and they add your link to their own site) There are many free legitimate link exchange programs in the surrounding region including one based at 21 Crows, LLC that can be contacted.