

SERVICE CONTRACT

This Contract for Services (this Contract) is made effective as of _____ by and between **Artic Designs, Inc.** located at **P.O. Box 44191, Atlanta, Georgia 30336**, and _____ located at _____. In this Contract, the party who will receive services will be referred to as "**Service Recipient**", and the party who will provide the services will be referred to as "**Artic Designs, Inc.**"

- 1. DESCRIPTION OF SERVICES:** Artic Designs, Inc will provide the following services (collectively, the "Services"): Website Development, Hosting, and Management to the Service Recipient.
- 2. TERM/RENEWAL:** This Contract may be terminated by either party upon giving a thirty (30) days written notice to the other party. If notice is not given, then this Contract will be extended on a **Month-to-Month** basis with all terms remaining the same until terminated by either party upon (30) days written notice to the address set forth in the opening paragraph. Artic Designs, Inc shall have the right to increase the Monthly Management Fee due under paragraph 3 by giving the Service Recipient a (60) days written notice, and such increase shall not terminate this Contract.
- 3. PAYMENT FOR SERVICES:** In exchange for the Services, the Service Recipient will pay Artic Designs, Inc according to the following schedule:

A non-refundable retainer of 1/2 the Initial Setup Fee of \$_____ is due upon the signing of this Contract. The remaining balance will be due upon completion, per the provided information for site, and website hosting on the World Wide Web. The retainer is non-refundable if Service Recipient decides to terminate while website development is in progress. The Monthly Management Fee of \$_____ will be due on the 15th day of each month.
- 4. LATE PAYMENTS AND RETURNED CHECKS:** Time is of the essence. Payment is past due if we do not receive it by the due date shown on your invoice. Any payment for services not received by/on the due date will accrue late charges until paid at **\$ 5.00** per month or at the highest rate allowed by law. In the event the Service Recipient's check is dishonored by the bank (NSF's), Service Recipient shall pay **\$30.00** as a handling charge in addition to monthly fee and late charges. Artic Designs, Inc may also begin procedures to terminate services to you. You will be informed of any such termination action as required by law or the Terms of this contract as specified in paragraph 7.
- 5. FINANCE CHARGES:** There will be a minimum finance charge of **1.5%** imposed on account to your **Past Due Balance** that is (60) days Overdue.
- 6. CREDITING OF PAYMENTS:** Payments received by 11:00 A.M. on any day except December 25 will be credited to your account as of the day of receipt. There may be a delay of up to 5 days in posting payment if the payment is not accompanied by the enclosed payment coupon.
- 7. TERMINATION OF SERVICES:** In addition to any and all other rights a party may have available according to law, if either party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate this Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have thirty (30) days from the effective date of such notice to cure the default(s). Unless waived by the party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract. Reactivation fee after termination/cancellation is **\$100.00** plus past due balance in full prior to services being restored.

8. WORK PRODUCT OWNERSHIP: Any copyrightable works, ideas, discoveries, inventions, Patents, products, or other information (collectively the "Work Product") developed in whole or in part by Artic Designs, Inc in connection with the Services will be the exclusive property of Artic Designs, Inc unless agreed upon in said contract (addendum). Upon request, Artic Designs, Inc will execute all documents necessary to confirm or perfect the exclusive ownership of all products and other information to the Work Product.

9. CONFIDENTIALITY: Artic Designs, Inc and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, disclose, or communicate in any manner, any information that is proprietary to the public or any unauthorized persons. Artic Designs, Inc and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Artic Designs, Inc will return to the Service Recipient all records, notes, documentation and other items that were supplied to create the website.

10. WARRANTY: Artic Designs, Inc shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the marketplace, and will provide a standard of care equal to, or superior to, care used by service providers similar to Artic Designs, Inc on similar projects.

11. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

12. SEVERABILITY: If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13. AMENDMENT: This Contract may be modified or amended in writing, if the writing is signed by the parties obligated under the amendment.

14. GOVERNING LAW: This Contract shall be construed in accordance with the laws of the State of (GA).

15. NOTICE: Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

16. ASSIGNMENT: Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

17. ARBITRATION CLAUSE: In the unlikely event the Service Recipient has a dispute with Artic Design, Inc., the Service Recipient hereby agrees that the dispute shall be settled by arbitration through the Better Business Bureau (BBB) of Metropolitan Atlanta.

18. DISCLOSURE: Successful Management Services (SMS), whose address is 195 Country Mill Lane, Stockbridge, GA 30281, (678) 289-0380 has been contracted to manage Artic Designs, Inc financial affairs. SMS will be acting of behalf of Artic Designs, Inc.

Service Recipient:

By: _____
Authorized Representative Signature

Print Name

Artic Designs, Inc:

By: _____
Arthur T. Huntley, Jr.
Account Manager

COMPANY PROFILE

Company Name: _____

Physical Address: _____
(Ship To)

Remittance Address: _____
(Bill To)

Owner/Contact Person: _____

Email: _____

Accounts Payable Contact: _____

Email: _____

Company Phone #: (____) _____

Company Fax #: (____) _____

**** May We Email _____ (or) Fax _____ your Invoice Every Month? ****
(Yes/No) (Yes/No)

**** Would You Like Your Monthly Management Fee / Etc. Automatically Charged to Your Business Credit Card Account Each Month? _____**
(Yes/No)

**If Yes,
Fill Out The Automatic Credit Card Billing Authorization Form**

