

## Website Hosting Agreement (Customer Owned Domain)

### CUSTOMER (the "Customer")

Name of Company:			
Contact Person:			
Street Address:			
City:		State/Province:	
Country:		Zip/Postal Code:	
Telephone:		Fax:	
E-mail:			
Website Domain:			
Current Domain Registrar:			
Domain Owner:	___ Customer                      ___ Other: _____  <i>If other than customer:</i> Name: Address:  Phone:                              Fax:  <i>If customer is not the owner of the domain, the owner's written consent to use the domain name is required. The domain owner is responsible for initiating transfer of the domain between registrars.</i>		
Description of Business:			
Number of email accounts required:	___ 1-10      ___ 11-20      ___ 21-50      ___ 50-100 ___ 100-200 <i>If more than 200 required, special package rates apply. See attached Fee Schedule.</i>		

THIS AGREEMENT is by and between [SERVICE PROVIDER] ("Provider") and Customer for the provision of Web Hosting and Email services (the "Services"), for an initial term of \_\_\_ months, after which this Agreement will automatically renew monthly, unless otherwise terminated by either party pursuant to the terms hereof.

WHEREAS the parties intend by this Agreement to set forth the terms and conditions upon which Provider will provide the Services to Customer;

IN CONSIDERATION of the mutual promises and conditions set forth below, the parties hereby covenant and agree as follows:

1. *Provision of Services.* Provider agrees to host Customer's website (the "Website") on Provider's server and to provide the Services subject to and based upon the terms and conditions set forth in this Agreement. Provider will supply the hardware and system administration necessary to provide Customer worldwide web access to the Internet community.

2. *Domain and Website URL.* The Website will reside within its own domain and shall have a URL address based upon that domain: \_\_\_\_\_ [*insert URL*]. The domain and URL address shall be and remain the property of Customer.
3. *Fees and Taxes.* Customer will pay to Provider the sum of \$\_\_\_\_\_ per month for \_\_\_\_\_ megabytes of disk space for a website. Bills for partial monthly periods will be prorated on a daily basis. Provider will also collect for Customer all federal, state/provincial and/or local excise taxes, if any, attributable to Customer's acquisition of storage. Customer is responsible for paying all fees associated with domain name registration and renewal fees.

**THIS IS A 6-PAGE CONTRACT INCLUDING ATTACHMENTS.**