

## Web Hosting Agreement (for individuals)

### CUSTOMER (the "Customer")

Name:			
Street Address:			
City:		State/Province:	
Country:		Zip/Postal Code:	
Telephone:		Fax:	
E-mail:			
Name of Website:	(please provide top 3 choices in order of preference) 1. 2. 3.		
Number of email accounts required:	_____ 1-10 (included) _____ More than 10: _____ [Indicate how many.] <i>If more than 10 are required, additional charges 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, unless otherwise terminated by either party pursuant to the terms hereof.

IN CONSIDERATION of the mutual promises and conditions set forth below, Customer hereby retains Provider and Provider hereby agrees to provide web site hosting for Customer according to the terms and provisions of this Agreement.

### Terms and Conditions

#### 1. Provider's Duties

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. Provider is not and shall not be responsible for site maintenance, alterations, modifications, coding, scripting or programming.

#### 2. Payment for Services

- (a) Upon the initiation of service, Customer will be charged the published set-up fee for the Services, in accordance with Provider's current pricing schedule, plus a prorated partial month charge calculated according to the number of days remaining in the calendar month from the time of initiation of service until the end of such calendar month. Provider's current pricing schedule, effective as of the date hereof, is attached as Schedule "A" to this Agreement. Provider reserves the right to change pricing upon \_\_\_\_\_ days' prior notice to Customer.
- (b) Payment for Services is C.O.D. at the beginning of each month, unless credit approval has been granted by Provider. Bills for partial monthly periods will be prorated on a daily basis. If credit approval has been granted, credit terms are net \_\_\_\_ days upon receipt of invoice. Provider reserves the right to revoke credit approval if payment is in arrears for more than \_\_\_\_ days.

- (c) Provider will also collect from Customer all federal, state/provincial and/or local excise taxes, if any, attributable to Customer's acquisition of storage.

**3. Late Payment**

Customer shall make full payment for services within \_\_\_\_ days of the invoice date. Provider shall charge a late payment of fee of [\$\_\_\_\_\_] [\_\_% per annum (\_\_% per month)] for any account that is past due. If any invoice submitted to Customer remains unpaid for a period of \_\_\_\_ days, Provider will lock Customer's account. The account will be unlocked only upon receipt of all payments due from Customer.

**THIS IS A 7-PAGE CONTRACT INCLUDING ATTACHMENTS.**