

# Timed Designs™, Inc. Service Agreement

## A. DEFINITIONS

1. "Client" means:

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

2. "Timed Designs™" means: **Timed Designs™, Inc. 14146 E. Tyler Drive, Plymouth, MI 48170.**

## B. Timed Designs™ RESPONSIBILITIES

1. Timed Designs™ services are available to the client as listed in Schedule A.1 and within the limitations set forth in Schedule A.2.

## C. PRICE AND PAYMENT

Inconsideration for Timed Designs™ services the client will pay Timed Designs™ as set forth in Schedule A.3.

## D. TERM AND TERMINATION

**1. This agreement shall become effective when signed by duly authorized representatives of both parties and will continue in effect until terminated:**

- a. thirty days after Timed Designs™ gives client notice of client's material breach of any provision of the agreement (including thirty or more days delinquency in the client's payment of any money due), unless client has cured the breach;
- b. immediately upon any attempt by client to assign, delegate, sublicense, or otherwise transfer this agreement, or any of its rights or obligations under this agreement;
- c. at Timed Designs™ option upon ten days written notice of termination, if client becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings; or
- d. ten days after client gives written notice of termination, or of client's decision not to accept Timed Designs™ services.

**2. Upon termination of this agreement:**

- a. Timed Designs™ obligation is to provide services against any outstanding balance due to the client is pay by services performed as stated in paragraph D survive the termination;
- b. Client's obligation is to pay in full against any outstanding balance due to Timed Designs™ is pay as stated in paragraph D survive the termination.
- c. Client understands and agrees to pay a 30% Cancellation Fee for early cancellation and/or termination of this agreement.

**3. Each party's right to terminate as expressed in this agreement shall be in addition to any other rights provided by law.**

## E. WARRANTY

**1. Warranty**

**Timed Designs™ will provide the client with services as set forth in Schedule A.1 and within the limitations of Schedule A.2. Should a specific service provided by Timed Designs™ fail to conform to this agreement, the sole responsibility of Timed Designs™ is to correct the failed service provided within 30 days after receiving written notice from client of any failed service problem. *Timed Designs™ DISCLAIMS ALL OTHER WARRANTIES EXPRESSED OR IMPLIED.***

**2. Limitation of Liability**

- a. **Timed Designs™ liability for any losses or damages, whether direct, indirect, incidental or consequential, arising from a specific service provided by Timed Designs™ shall be limited to the aggregated amount of the fees paid to Timed Designs™ for the specific service, less the non-refundable setup fee as set forth in Schedule A.3.3.;**
- b. **Timed Designs™ may direct client to third party products and/or services which may be of interest to the client for use in conjunction with the specifications of clients web page(s). Notwithstanding any Timed Designs™ recommendation, referral, or introduction, client will independently investigate third party products and/or services and will have the sole responsibility for determining suitability for use of third party products and/or services. Timed Designs™ has no liability with respect to claims relating to or arising from use of third party products and/or services.**

## F. CLIENT'S RESPONSIBILITIES

1. Client must provide Timed Designs™ with all textual information, company logos or any other elements which are needed to assemble reasonable web page(s), and;
2. Client must provide Timed Designs™ with an understanding of client's business operations pertaining to the development of client's web page(s), and;
3. Client must maintain direct correspondence with Timed Designs™ throughout the web page(s) development process; and
4. Client must pay on all invoices submitted by Timed Designs™ in a timely manner.
5. Client agrees to Timed Designs™ the ISP and Host master of the client web site to post within any location of the client web site banner ads, screen captures, pictures and other related promotional materials needed to identify Timed Designs™ as the ISP and Host master of the client web site.
6. Client agrees to pay a month maintenance fee with a minimum of 1 hour per month at the established hourly rate as set forth in Schedule A.3.1 for web site updates.
7. Client agrees to meet with Timed Designs, Inc. on a monthly basis by means of email, telephone, fax, direct meetings or by any other means acceptable between the client and Timed Designs, Inc. to discuss necessary web site updates and changes.

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## G. OTHER PROVISIONS

1. This Agreement constitutes the entire agreement between the parties with respect to Timed Designs™ services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by the parties.
2. Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.
3. Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.
4. This Agreement will be governed by the laws of the State of Michigan.
5. Timed Designs™ may assign this Agreement or assign the right to receive payments, without client's consent. Any such assignment however will not change the obligations of Timed Designs™ to the client.
6. Client will not assign or transfer its rights or obligations under this Agreement without prior written consent of Timed Designs™. Any assignment or transfer prohibited by this agreement will be void.
7. This Agreement may be modified only by a writing signed by a duly authorized representative of each party.
8. No arbitration proceeding or legal action, regardless of its form, relating to or arising out of this Agreement, may be brought by either party more than two (2) years after the cause of action first accrued.

Client acknowledges it has read and understands this Agreement (including all attached Schedules and Amendments) and is not entering into this Agreement on the basis of any representations not expressly set forth in it.

## AGREED AND ACCEPTED BY

**Timed Designs™, Inc., 14146 E. Tyler Drive, Plymouth, MI 48170 - 734-254-0021**

\_\_\_\_\_  
Signature Agreement Date: \_\_\_\_\_

**James L. Merriman**

**President**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## CLIENT:

\_\_\_\_\_  
Signature Agreement Date: \_\_\_\_\_

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

## Schedule A.1 Timed Designs™ SERVICES

1. Timed Designs™ will design web page(s) based on written specifications agreed upon by the client and Timed Designs™.
2. All written specifications will be contained in a client notebook and become apart of this agreement.
3. Timed Designs™ will host the web page(s) for the client on the Timed Designs™ hosting server for the duration of this agreement.

## Schedule A.2 LIMITATIONS OF SERVICES PROVIDED BY Timed Designs™

1. All web page(s) designed and photographs taken by Timed Designs™ remains the sole property of Timed Designs™.
2. Usage of the web page(s) and photographs taken by Timed Designs™ is granted to the client through this agreement. Any other usage by the client of the web page(s) and/or photographs constitutes copyright infringement.
3. Timed Designs™ cannot be responsible for omissions, errors, typos & invalid information within the designed web page(s). All textual information and/or visual representations of the client's business is the final responsibility of the client.
4. Client is responsible to pay for all external domain name registration fees and/or secure site certification fees, if applicable to the site specifications.

## Schedule A.3 Timed Designs™ SERVICE RATES

1. Timed Designs™ Services Rates are posted on the Timed Designs™ corporate web site "Service Rate" page and are concurrently printed out at the time of signing this agreement and become an attachment to this agreement.
2. Timed Designs™ reserves the right to change service rates at anytime. All service rate changes will be posted on the Timed Designs™ corporate web site and constitute written notice to the client.
3. Timed Designs™ may opt for a Twenty (20%) percent non-refundable fee due at signing this agreement based on the estimated quote which is determined by the written specifications as set forth in Schedule A.1.
4. Timed Designs™, Inc. will invoice the client on a monthly basis.
5. Checks are payable to: **Timed Designs, Inc.**
6. If Client fails to pay invoices submitted by Timed Designs™ by the stated due date, a late payment fee maybe charged and invoiced to the Client per occurrence and is based on the following late payment fee schedule: 30 days-10% of the total balance due is charged, 60 days-20% of the total balance due is charged, 90+ days-30% of the total balance due is charged and added to the balance due.