

Adhered to in the following renewal /agreement made on 0.0.11 between S. Martina B. Yelverton dba Family First!, and the above listed client (here & after referred to as "The Client") are the subsequent varied stipulations. Usage, ownership of rights, and designed artwork are stipulated as the product and possession of S. Martina B. Yelverton dba Family First! until finalized & otherwise authorized to The Client. Signatures to the following information, fees and conditions are obligatory and binding. Receipt of signed renewal /agreement or deposit/payment of any listed fees with or without signature to the renewal /agreement renders conditions obligatory and binding, and renders refunds void, until a signed renewal /agreement is received. The listed parties agree to:

**CREATIVE DESIGN PROJECT SPECS:**  Creative Design/Web Package  Individual Project  \$4 Revision Fee  \$9 RF  \$15

- S. Martina B. Yelverton dba Family First! will **exclusively design, build, and/or update** according to the selection above and/or below for the aforementioned, client to be invoiced via PayPal® &/or remittance via PayPal® or deposit/payments to Family First!.
- **Clients are not required to remit payment via PayPal®** (Checks accepted payable to Family First!, Post Office Box 601, Knightdale, NC 27545)
- **NSF/Returned checks incur a \$25 fee, immediate project interruption; Balance plus fees remitted via MO, deposit, or PayPal® prior to project reinitiating.**
- S. Martina B. Yelverton dba Family First! is not responsible for applicable printing, cutting, or shipping provided by an outsourced vendor; nor will be held liable regarding their stated printing, cutting, and/or shipping return time. It is understood and agreed that the most quality product & quickest return time will be utilized. All efforts will be made to deliver materials in advance of an appropriate turnaround/event time
- 4 Revision Fee (RF) "The Client" will be assessed & invoiced a revision fee commiserate with any additional updates after initial approval has been received.
- In utilizing outside web hosting services, S. Martina B. Yelverton dba Family First will not be held liable for unfortunate mishaps such as "mainframe crash", "corporation dissolution", etc., or matters solely involving the web hosting company. All materials are backed up & kept for upload to another hosting company at "The Clients" expense.

**GENERAL PAYMENTS: DEPOSITS, RATES, FEE SCHEDULE, & TERMINATION TERMS**

- A \$85 good-faith non-refundable creative design/web services deposit is generally **required**; all deposits or payments are invoiced via PayPal® &/or remittance via PayPal® or deposit/payments to Family First!.
- **Clients are not required to remit payment via PayPal®** (Checks accepted payable to Family First!, Post Office Box 601, Knightdale, NC 27545)
- **NSF/Returned checks incur a \$25 fee, immediate project interruption; Balance plus fees remitted via MO, deposit, or PayPal® prior to project reinitiating.**
- Site Maintenance / Updates provided by Family First! for a 1yr term; **WSA fees due at a rate of \$25 - \$50 for each 30 day period or \$65 per month requesting service for a 30-day updating period w/o WSA** as indicated on page 2 (**FYClarity: \$25 - \$50 due w/ WSA or \$65+ for ea month w/o WSA**)
- **Annual Domain Renewal/Hosting** invoiced prior to WSA renewal at a rate of \$15/\$75 for third party use of domain/hosting services.
- reDesign of previous/Brand design included based on WSA selection on ea design request (ie Women Flyer to Men Flyer); a .pdf/.jpg for emailing (eBlast) provided & updated on site; **\$15ps on ea new design; Standard rates apply on non-WSA clients**
- **Late Payment (LP) beyond the 5th of the month** will increase payment by \$10; **beyond the 15th of the month** will cause project interruption, if interrupted Client will incur a project reset fee (RS) fee of \$25; **Project Balance & RS fees paid prior to reset**
- **Client can request an annual contract review** @ 6th mo to assess usability/coverage option; review cancellation will require 7th mo payment to opt out; further updates will require \$65 per mo thru the term of original contract **or** a new annual agreement
- 15day **written** Creative Design cancellation **at fault of Family First!** will refund 100% design fee minus non-refundable deposit
- 15day **written** Creative Design cancellation **at fault of "The Client"** will be refunded non-printed, unused s/h, or non-designed monies/artwork fees
- **Non-payment 30 days after invoicing** will increase payment by \$15; 60 days increase payment by \$25 plus project termination plus an outstanding balance fee of \$25; **Balance +\$50 fees remitted via MO, deposit, or PayPal® prior to project reinitiating.** (limited/discontinued future services)
- 30day **written** WSA cancellation **at fault of Family First!** will refund pd WSA thru term; will grace 45-60 days web services to locate additional web manager; no charge to transfer files, domain, emails, etc. to incoming company
- 30day **written** WSA cancellation **at fault of "The Client"** will be refunded 0% prior to 7th mo MMF minus \$75HF pm after 7th mo; will grace 30 days to locate additional web manager; Client must remit \$50 to transfer files, domain, emails, etc. to incoming company **prior to** preparation or release of files

**CREATIVE/TECHNICAL WEB DESIGN PROCESS – PART 1 – DESIGN, DEVELOPMENT, EXECUTION & FINAL PRODUCTION (30-DAY TURN REQUIRES – 1 FULL PMT)**

The web building process is based on the following breakdown: Part1 Phases 1-5 which **is an estimated timeframe solely dependent on the submission of information** from the Client, a completed Web Analysis, eMail Approvals, deposits/fees or additional documentation.

**Phase 1 – Initial & Subsequent Consultations** Establish a Point of Contact (POC) - Info Established - Items to be processed (design attributes, layout, links, etc.) are discussed - Establish: Header Info, Company Info, History, Services, etc. - Discuss site authorization, site maintenance, access, updates, testing, debugging, etc - Revisit deposit, subsequent payments, & payment schedule

**Phase 2 – Design & Layout Development** Layout development over a **minimum of 2 weeks**; 1 draft for verification per agreement - additional 2 days per layout changes made after this stage - Draft choice verification requires a "eMail approval" before Phase 3

**Phase 3 – Layout Finalization, Draft Design & Information Implementation** Viewing of progress available at: <http://www.domainname.com/test> (if applicable) - Site production in progress; minimal adjustments may be made (Ex: text, grammar errors, etc.) - Layout changes will increase stated deadline - "Midpoint Assessment" continued site implementation & debugging use

**Phase 4 – Preliminary Use of Web Presence** Release of **preliminary** site viewing for "eMail approval" - **2 weeks** use for additional corrections, usage errors or broken links, search engine optimization, meta tag generation, form testing, media review, gallery adjustments, etc.

**Phase 5 – Web Presence & Publishing** Feedback of viewing, accessibility, publishing & semi-public viewing; **full site launch w/ eBlast by client**

**Website Builds** are generally based on the following specs: custom designed header for initial page, 4 additional pages to contain Service, Background, Menu, Contact, etc content. Most sites include a contact form, image gallery, 1 email account, 25-50 email forwards (to preset personal accounts). **Creative Design** generally includes a logo Design or reDesign, business card design, postcard or rackcard design, (+ bonus eSignature). Prints include: 100 full SS glossy 15pt cardstock prints of printable designs. **DOMAIN PURCHASES ARE NEGOTIABLE; HOWEVER IF PURCHASED THRU FAMILY FIRST! ARE ANNUALLY INVOICED FOR RENEWAL W/ WSRA UNLESS PURCHASED FOR MULTIPLE YEARS.**

**ON-GOING WEB SERVICES/UPDATING PROCESS & PAYMENT OPTIONS - NOT A REDESIGN - (NO TEMPLATED LAYOUT CHANGES)**

Phase 1 - **Request** via eMail/Fax/Conference Call (may require eMail follow-up) (1-3 days)

- Submission of updates/Notify of addt'l time needs
- **1-2 day Urgent Updates addt'l \$15pm/pr** (text must be digitally provided)

Phase 2 - **Implementation** (3-7 days)

- Updates implemented over 3-5 days
- Notify of update, request for verification/approval on updated items

Phase 3 - **Adjustments** (5-6 days)

- Submit for corrections to updated materials
- **\$4 Revision Fee (RF)** assessed with additional update after initial approval

Phase 4 - **Final** (6-7 days)

- Final posting of updated materials
- Pursuant to all original Client Agreements: "Any errors for corrections not attributed to the fault of S. Martina B. Yelverton will fall to the expense of "The Client" ..." Client responsible additional revision fees assessed after posting

MEDIA	HOSTING	CREATIVE DESIGN INCLUSIONS	PAYPAL®	TOTAL	BALANCE
<input type="checkbox"/> WSA MAINTENANCE (3) @ \$25	1= YR HOSTING/DOMAIN INCLUDED IN SITE BUILD RENEWED ANNUALLY VIA INVOICE AS FOLLOWS \$75 HOSTING \$15 DOMAIN	<b>1 SS 4x6/eBlast Brand Design (no rollover)</b> addt'l Designs, Sizes, Dbl side, etc. \$15ps	\$2.50	\$25*3	\$75 / \$77.50*4 PP
<input type="checkbox"/> WSA MAINTENANCE (6)			\$4.75	\$25*6	\$150 / \$154.75*2 PP
<input type="checkbox"/> WSA MAINTENANCE (12)			\$8.25	\$25*11	\$275 / \$283.25 PP
<input type="checkbox"/> WSA MAINTENANCE (3) @ \$35		<b>2 SS 4x6/eBlast Brand Design (no rollover)</b> addt'l Designs, Sizes, Dbl side, etc. \$15ps	\$3.50	\$35*3	\$105 / \$108.50*4PP
<input type="checkbox"/> WSA MAINTENANCE (6)			\$6.50	\$35*6	\$210 / \$216.50*2 PP
<input type="checkbox"/> WSA MAINTENANCE (12)			\$11.50	\$35*11	\$385 / \$396.50 PP
<input type="checkbox"/> WSA MAINTENANCE (3) @ \$50		<b>3 SS 4x6/eBlast Brand Design (no rollover)</b> addt'l Designs, Sizes, Dbl side, etc. \$15ps	\$4.75	\$50*3	\$150 / \$154.75*4 PP
<input type="checkbox"/> WSA MAINTENANCE (6)			\$9.00	\$50*6	\$300 / \$309.00*2 PP
<input type="checkbox"/> WSA MAINTENANCE (12)			\$16.50	\$50*11	\$550 / \$566.25 PP
<input type="checkbox"/> WSA MAINTENANCE AS NEEDED			30 days coverage; Standard Design rates apply see Price Guide	\$2.25	\$65+ pm

**Web/Ad Site Services** is the **updating** of designed site information using HTML, CSS, Java-Script or other Web languages. It is the adjustment of lines, shapes, texture, imagery, media &/or color to comply with ongoing events, programs, etc of the ministry or business. All consistently keeping with the Brand to maintain aesthetically cohesive or striking appearances. It is the work of keeping with the created design of the world wide web which will continue to represent the ministry or business. **• 3mo option/ \* billed Jan/Apr/Jul/Oct • 6mo option/ \* billed Jan/Jul • 12mo option 11 mo billing w/ 12mo coverage Jan billing**

**RIGHTS, USAGE & CREDIT TERMS**

- All rights of S. Martina B. Yelverton dba Family First! are reserved as a registered business with the State of North Carolina & the IRS, implied copyright laws apply. All created brand/web presence related items are assumed as the intended use for information and as a support. Any such solicitation for illegal profit is a violation of this renewal, subsequent contractual agreements, and indemnifies Family First! and S. Martina B. Yelverton from all legalities.
- It is understood that it is the intent of S. Martina B. Yelverton dba Family First! to place upon materials in an inconspicuous manner, small notations granting due knowledge of the designer. It is also understood that it is the intent of S. Martina B. Yelverton dba Family First! to utilize the materials for educational purposes, publication to the business website, marketing materials, portfolio/artistry/folio, and to generate additional business

**LIABILITY**

- All liability is limited to the aforementioned monetary amounts. Should this renewal /agreement be presented for legality for any reason without the signatures of all parties or is suspiciously modified, this renewal /agreement will be rendered null and void. Any cancellation by the client after initial deposit and "signature approval" fees have been paid is considered deviation, and any deviation without consent and signatures from all parties, voids this renewal /agreement; fees will not be refunded. If final processes have begun, all monies paid will be retained to settle any outstanding services.

**DISCLAIMER & AGREEMENT SIGNATURES**

- Items created are not a guarantee from Family First! for business, ministry or membership traffic for the client.
- In accepting this renewal /agreement affix signatures below in understanding that at that time you have retained the **exclusive Creative Design/Branding or Web Services** of S. Martina B. Yelverton dba Family First!. Should this renewal /agreement be presented for legality for any reason without the signatures of all parties or is suspiciously modified, this renewal agreement will be rendered null and void. All monies paid will be to settle any outstanding services. These terms complete this renewal /agreement as of **0.1.11** & will not be altered thru **12.31.11**, binds, protects, and benefits all parties.

S. Martina Britt Yelverton - EIN# 26-2301955  
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