



## **Spa and Beauty Website Contract**

### **License & Service Agreement**

In Consideration of Agreement set forth herein by the parties, the receipt and sufficiency of which are hereby acknowledged The Parties agree as Follows:

- I. That the Agreement and its attachments (exhibits) constitute the full agreement between WarriorWebmasters.com and the "Client", and that the contents thereof are binding and supersedes all prior agreements, written or unwritten. The provider reserves the rights impliedly given to the customer hereunder, and as such until signed by the corporate officer of the provider, this agreement constitutes an offer.
- II. That the Client undertakes to pay Warriorwebmasters.com for the goods and/or services provided, and as such this agreement constitutes an agreement under which the running period will be month to month after the initial payment. This will constitute an agreement between the Client and WarriorWebmasters.com. The terms will continue to automatically renew for the extension term until which the Client terminates the agreement as per the terms provided herein.

### **Payment**

- I. A new Website shall be paid for at time of signing a total of \$499 with a \$21 monthly service fee. The fee shall include hosting, SSL level security, and maintenance. Contracts are automatically due for renewal each month on the 1st unless a 30-day written notice is received for cancellation. This fee is due monthly regardless if you receive any bill or notice or not. It is the client's responsibility to make sure payments are made to keep the contract in good standing. NonPayment to WarriorWebmasters.com will be considered a cancellation of contract and the site will be removed and deleted. There will be a restoration fee of \$55 if the site needs to be restored. (This is triggered once the website is 10 days past due.)
- II. All checks should be made payable to WarriorWebmasters.com and mailed to P.O. Box 6172 Napa, CA. 94581. All billing Inquiries should be emailed to [robert@warriorwebmasters.com](mailto:robert@warriorwebmasters.com). Or you may pay by Credit Card. There is a separate Credit Card form to fill out if you prefer to pay with this option.
- III. A Check returned to the provider will result in a \$35 Bad Check Fee and the contract Cancelled.
- IV. A Credit Card declined to the provider will result in a cancellation of the contract.
- V. WarriorWebmasters.com obligations and Clients rights will have force only if the timely payments as per provisions herein are met. Customers that fail to honor their obligations will reimburse the provider for collection fees and/or attorney fees.
- VI. WarriorWebmasters.com reserves the right to revise the charges for the services and products provided. Such revisions will be put in writing 30 days before renewal to the Client.

## **Grandfather Clause**

- I. Any client signed for a Website prior to 2022 who wishes to pay 2 years at a time instead of monthly may do so by signing here. Otherwise you will be converted to the new monthly fee in lieu of lump sum payments due.

Signature.....

## **Copyright, Licenses and Trademarks**

- I. The contents of WarriorWebmasters.com Websites, Website Designs, Website Developments, and any other service offered are protected by Domestic and International Copyright Laws. You shall not modify, copy, reproduce, republish, upload, post, transmit or distribute without express written authorization from the office of the WarriorWebmasters.com
- II. The Provider, (WarriorWebmasters.com), reserves all rights, title and interest to all data and content created by WarriorWebmasters.com
- III. License Agreements stated herein will terminate upon any material breach of contract by the customer. If the client breaks the agreement in anyway the contract will be void. The services can be cancelled and the Client is not entitled to a refund.
- IV. Customers shall be responsible for the acquisition of any Hardware, Software, App, or technical know-how to be able to use services or products provided by WarriorWebmasters.com

## **Confidentiality & Trade Secrets**

- I. The Client agrees to keep trade secrets and that shall not reveal such secrets to any unauthorized person(s) except for purposes contemplated by the contents of this agreement. Confidential Information, for all purposes intended shall mean; any information, tangible and intangible relating to the business of the provider, including; usernames, passwords, specifications, manuals, cost and price data.
- II. Any Client requests for themselves or a 3rd party Vendor to gain access to the cPanel, Hosting or the Website Credentials is prohibited. We can share the Analytics of the Website but not passwords. This is to protect any access to the files which could hurt the integrity of the work done. We offer free maintenance and will make any update without a charge to the Website. Based on this there is no reason to have access.

## **Website Development and Hosting**

- I. Website development is the property of Company herein referenced as WarriorWebmasters.com. No content can be added and/or removed from such sites once completed without the permission of the Company. The reason for this provision is such changes could adversely affect the S.E.O. (Search Engine Optimization) or disable the site. If you make such changes without the knowledge of this company you would be held responsible and charged for WarriorWebmasters.com at the rate of \$95 per hour to fix any and all problems.

- II. Failure of either party to complete a website 60 days from the Agreement signed date will put this agreement in default. A simple email from either party to the other to extend the agreement for an additional 30 days must be submitted and approved or the agreement is cancelled and a full refund will be issued. Every 30 days after must be submitted in writing to extend for another 30 days. If failure of either party to submit the extension the contract will be void and money returned.
- III. Transferring a website from our hosting can be done only with a 30-day notice and all monies are still due to honor the original agreement. We will gladly work with your company or a 3rd party to remove the site from our hosting to another account. However, we will not be responsible for any lost data, logos or pages during this transfer.
- IV. Any labor not related to the Website will be charged at a rate of \$95 per hour. An example is if you are having Email issues before or after the Website is installed. Since this is not Website development related; and you wish our assistance we will charge you \$95 per hour for assistance. The minimum rate charged is for 1 hour for work
- V. If the Client needs minor updates or changes, we will handle at no charge to the customer. Minor updates include an address change, phone number change, a client wishing to change a page that has already been written or logo change. Major changes which include the client needing the company to re-write the changes would be charged at a fee disclosed pending what changes are necessary. The customer in the end is responsible for the changes. We will not work or be held responsible for a 3rd party who wishes to make changes to the site. Any change to the Website must come the signer of this Contract. Any requests from other employees or 3rd parties will be ignored.
- VI. WarriorWebmasters.com reserves the right to amend and change this contract with written 30-day notice to the client(s).

## **Termination**

Termination of Services may be executed by the provider if:

- I. The customer maintains overdue accounts and/or delinquent payment a period exceeding 10 days after provider's written notice, notifying the customer of the same.
- II. A Client may cancel any month at any time with a written 30-day notice. They can cancel and make their own website. They can cancel and have no Website at all. However, if we do not receive a payment on time, we will shut down the Website and any recovery will be at the costs of the Client for late payment.
- III. If the client opts to go with another company at any period, we will do nothing to stop or prevent that. If we hold the Domain, we will transfer it to the new company or the client. The client needs to instruct us what they wish us to do. No refund will be given or provided. Whatever unused money will be forfeited if they leave or cancel.
- IV. Our website is not transferable without a fee. If you want a "buyout" of your current website including the Content, images and structure we will charge a 1-time fee. A Website with 5 pages or less \$600, 10 Pages or less \$1,000. Each additional Page will cost \$100. If you wish you can simply build your Own Website. All images and content you provided you can use without any Copyright issues. If you build your own site and use Content protected by WarriorWebmasters.com without permission or payment you will be reported to the DMCA for Copyright infringement and WarriorWebmasters.com may take legal action against you and any

other company involved.

Upon termination of the contract, its provisions cease to have the force of law if;

- V. The customer ceases use of the services and goods provided by the provider and,
- VI. All outstanding amounts due are remitted to the provider

## **A.D.A. Law and Disclosure**

Federal Law ADA Title III prohibits discrimination on the basis of disability in the activities of places of public accommodations (businesses that are generally open to the public and that fall into one of 12 categories listed in the ADA, such as Auto Repair Shops, Auto Body Shops, Smog Shops, Restaurants, Movie Theaters, Schools, Day Care Facilities, Recreation Facilities, Contractors even if operating out of your home and Doctors' Offices) and requires newly constructed or altered places of public accommodation—as well as commercial facilities (privately owned, nonresidential facilities such as Factories, Warehouses, or Office Buildings)—to comply with the ADA Standards. Only Church's or Private Organizations are excluded.

California Law AB2917 The Unruh act or Civil Rights Act.

Complying with the Unruh Act requires businesses to make sure that they are taking the necessary steps to ensure accessibility.

Part of this means modifying any physical property a business may own. Such modifications include:

- I. Installing ramps and handrails
- II. Making exits/entrances wide enough to accommodate mobility devices
- III. Creating accessible parking

Steps businesses can take to maintain digital compliance with Unruh Act include the following:

- Providing alt-text on images
- Ensuring website compatibility with screen readers
- Using legible color contrast ratios
- Offering audio description on video content

The California legislature passed AB 2917 by an overwhelming majority; and this bill was signed into law. The bill reflects the legislature's awareness of the voluminous lawsuits that burden businesses operating in California while maintaining its interest in establishing accessibility standards.

**Web Content Accessibility Guidelines, or WCAG, is considered to be the benchmark for website accessibility.** Created by the World Wide Web Consortium (W3C), following WCAG guidelines is the best and the easiest way of making your website usable for all of your customers.

What are the 4 principles of accessibility?

The industry standard guidelines for web content accessibility are organized around four principles: Perceivable, Operable, Understandable, and Robust (or POUR). To help you understand the basics of accessibility, we've put together an introduction to these principles

If you would like more information about the ADA Accessibility compliance required for Websites under the ADA Title 3 Law or the California Unruh act, let us know.

We Install a Free Tool that will cover roughly 70% of compliance. Meaning according to ADA laws this will not be compliant and you could be sued. We offer a Paid tool we will install for free for you as our client. The 3rd party company tool will be a monthly fee of \$50.00. However, you may choose any company you feel will protect you. Companies like Userway, [www.userway.org](http://www.userway.org), accessiBe, [www.accessibe.com](http://www.accessibe.com), Equalweb, [www.equalweb.com](http://www.equalweb.com) and there are many more. We do not endorse any company or claim anyone is better than another. They make claims they can get any Website compliant and hold the responsibility for this not WarriorWebmasters.com

Sign and acknowledge that you understand this and do not hold WarriorWebmasters.com liable if you are sued

Signature.....

## **Disclaimer**

**The provider disclaims any warranty of merchantability or fitness of particular purpose..** The provider disclaims any responsibility due to system failures arising from but not limited to; power failures, power malfunctions, software malfunctions, and email and fax interruptions.

**Additionally, by signing this agreement both companies understand and voluntarily agree that any dispute regarding the terms of this agreement or termination of this agreement, (including claims of discrimination and/or harassment) that either party might have against one another will be resolved exclusively in accordance with binding arbitration governed by the Federal Arbitration Act, and carried out in conformity with the procedures of the California Arbitration Act. Although I understand that signing this arbitration agreement is not required as a condition of our agreement, I desire to take advantage of the benefits of arbitration and, being that this is a mutual agreement to arbitrate, understand that the company and I give up the right to trial by Jury and instead will have our claims resolved by a retired California Superior Court Judge.**



**Licenses and Service Agreement**

Enter the Date .....

**Billing Information**

Business Name .....

Billing Street.....

City ..... State ..... Zip .....

Phone Number..... Cell Contact Phone.....

Support Contact Name .....

Billing Contact Name (If Different) .....

Contact Email (Public or Private) .....

Payment Method (Circle One) ..... Cash ..... Check ..... Credit .....

**No comments have been made by either party other than as documented in this agreement. This pricing is valid for 30 days from the effective date stated. This agreement becomes binding upon the signing of officers representing both sides.**

Accepted by the Client:

Accepted by the WarriorWebmasters.com:

Signature.....

Signature.....

Print Name.....

Print Name.....

Date.....

Date.....