

BlueDiamondWebs.com

*Don W. Steinberger
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6/17/2004

Client Company Fox Hill Vineyards

Client/Client

Address 1200 Airport Heights Drive, Suite 340

City Anchorage State Alaska ZIP 99508

E-mail address: mdevalak@alaska.com

Present WWW URL (if any): No Current Web Site

Contractual Agreement for site design and continued maintenance.

The desire of BlueDiamondWebs.com is to delight our client. One way is to make clear our understandings with each other. These are the terms of our agreement together:

1. **Authorization.** The Fox Hill Vineyards, hereafter referred to as, Fox Hill Vineyards or client, is engaging Don Steinberger and BlueDiamondWebs.com, a sole proprietor, located at 2224 D Street, Suite 1, Anchorage, Alaska, 99503, as an independent contractor for a specific web site design project. The project encompasses the design of a website and for the continued maintenance of the web site for Fox Hill Vineyards, 1200 Airport Heights Drive, Suite 340, Anchorage, Alaska 99508. The client hereby authorizes Don Steinberger and BlueDiamondWebs.com to set up a domain name account and to register the domain name, foxhillvineyards.com. The client authorizes Don Steinberger and BlueDiamondWebs.com to open a web site hosting account for the purposes of publishing the web site to the World Wide Web.

The client also authorizes Don Steinberger and BlueDiamondWebs.com to publish the designed website to the World Wide Web and all Web directories and indexes, after receiving prior authorization by Fox Hill Vineyards.

The client hereby authorizes Don Steinberger and BlueDiamondWebs.com to setup a domain name account and an .ASP host account for the hosting of this web site through the BlueDiamondWebs web site domain name registration and hosting service. The Fox Hill Vineyards, company agrees to provide Don Steinberger and BlueDiamondWebs.com with a valid credit card to be used for the purposes of setting up the accounts listed in item number three (3) below. Don Steinberger and BlueDiamondWebs.com understand and agree to limit the use of any credit card provided by the Fox Hill Vineyards, to the purchases outlined in item number (3) below and agree that no other credit card purchases are to be made without prior written approval by the Fox Hill Vineyards, company.

2. Website Design and Maintenance Package Elements. Don Steinberger and BueDiamondWebs.com includes the following elements in the Website Design and Maintenance Package:

Design of web site, theme, and template to include:

- Page layout and style
- Logo development and placement in background color
- Font style and color
- Roller-over image and link design, active and visited link design and color
- Header and footer design
- Sub page template design
- Site user interactive and feedback methods
- Site book marking methods
- Design of all web site sub pages to accommodate the new theme template
 - Home
 - About Us
 - Vineyard Facts
 - Our Grapes
 - Wine Basics
 - Wine Terms
 - Serving Wine
 - What's in the Wine
 - Cooking with Wine
 - General Questions
 - Varietal Guide
 - Trade Information
 - Request Information Form
 - Contact Us
 - Policies
 - Internal
 - Statement Page
 - Example Invoice
- Design of site navigation menu
- Design of all site images to include icons, bullets, buttons, graphics, and images to perform as optimized high speed downloads.
- Design of all META tags, key word phrasing, site description, ALT tag development
- Transfer all content from current electronic media to new website design
- Test new website to ensure performance of all navigation systems and links
- Test new website to ensure performance of all graphics and images

All website design work is to be completed using a site server that will accommodate the continuous site review and evaluation by the Fox Hill Vineyards company and will not be published to a live website URL without final approval by the Fox Hill Vineyards company. Don Steinberger and BlueDiamondWebs.com agree to limit monthly site update and maintenance work to a maximum of (4) billable hours (when requested by Fox Hill Vineyards) in any given month without prior written approval by the Fox Hill Vineyards company.

3. Website Design Amount and Initial Payment.

Web Site Domain Name Registration

Account Setup: FREE

Domain Name Registration (1 year initial registration):

\$11.85 per year

Web Site Hosting Service:

Account Setup: FREE

Web Site ASP Hosted Account:

\$19.95 monthly

150MB Disk Space

2000MB Monthly Data Transfer

3 E-mail Accounts

Traffic Blazer site Promotion System:

\$40.95 per year

Includes:

Site Analysis

Site Optimization

Search Engine Phrase Optimization

Automated Submission to Search Engines

Submission Status Index Checker

Submission to Non-Competitive Link Exchange Programs

Submission to industry specific database listings

Web Site Search Engine Registration

Account Setup: FREE

Web Site Submission to Yahoo Express

\$299.00 per year

Expedited Review for Search Engine inclusion

Web Site reviewed within 7 business days

Web Site included in search engine within

48 hours of site review

The total amount of the site design is \$ 1,500 .

This agreement commences with the perfection of this document and an initial payment of \$ 750.00 or, an amount equal to fifty (50%) percent of the value of the design contract. The remaining balance of fifty (50%) percent of the design contract is to be paid upon the final approval by the Fox Hill Vineyards company for the launch of the website. Approval for publishing the web site will be limited to the completion of the outline and pages listed above. Upon the completion of the design for the outline and listed pages the web site will meet the publication deliverables. Client agrees to respond by e-mail to a site completion notification forwarded by phone or e-mail within two business days of receipt there of. If client fails to respond within the stated period with objections to publication, it is agreed that publication is approved and the web site will be published to a live World Wide Web URL address at the domain name address listed above. At the time of publication the remaining balance due for the design contract will become due and payable. All work performed subsequent to the web site publication will be billed at the maintenance hourly rate outlined in section (4) below. If the client halts work and applies by registered letter to Don Steinberger and BueDiamondWebs.com, 2224 D. St., Suite 1, Anchorage, Alaska 99503, for the termination of the contract and a refund within seven (7) days of the date of the contract, all money previously paid will be returned to the client. No portion of the initial payment will be refunded unless written application is made within seven (7) days of the signing of this contract.

4. Maintenance and Hourly Rate. This agreement includes all work provided and aimed at site maintenance, and any and all work performed during the contract period.

All work provided by Don Steinberger and BueDiamondWebs.com will be billed at the hourly rate of \$ 35.00 /hour. This rate shall also govern additional work authorized by the Fox Hill Vineyards company beyond the minimum maintenance period specified above for such services as website maintenance, consulting, webpage design, editing, modifying product pages and databases in an online database, art, photo, and graphics services.

5. **Monthly Site Analysis.** BueDiamondWebs.com will perform a monthly site analysis to insure that all internal and external links are working properly, all HTML and image files are functional, and to address and repair all temporary and permanent URL redirect warnings.
6. **Payment of Monthly Maintenance Fees.** Monthly Maintenance Fees to Don Steinberger and BueDiamondWebs.com are billed monthly on the first (1st) and payable within net ten (10) days of date of the monthly billing statement. All payments will be made in US funds. Client agrees to accept monthly billing statements in electronic format via a monthly statement page housed within a secure password protected area of the client web site. Client agrees to notification of statement posting by e-mail alert and agrees to submit payment for monthly statement on receipt of the e-mail alert. Client agrees that any required hard copy of the monthly statement will be at client's discretion and will be printed by client from the on-line statement page.

In order for Don Steinberger and BueDiamondWebs.com to remain in business, payments must be made promptly. Delinquent bills will be assessed a 5% late charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by the client and Don Steinberger and BueDiamondWebs.com. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Anchorage Borough, Alaska, and any dispute will be litigated or arbitrated in Anchorage Borough, Alaska.

7. **Website damage liability.** In no event will Don Steinberger and BueDiamondWebs.com be held liable to the client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to increase website exposure, website sales, and/or website traffic related to work performed by Don Steinberger and BueDiamondWebs.com. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
8. **Copyrights and Trademarks.** The client represents to Don Steinberger and BueDiamondWebs.com and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Don Steinberger and BueDiamondWebs.com for inclusion in web pages are owned by the Fox Hill Vineyards company, or that the Fox Hill Vineyards company has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Don Steinberger and BueDiamondWebs.com and its subcontractors from any claim or suit arising from the use of such elements furnished by the Fox Hill Vineyards company.
9. **Laws Affecting Electronic Commerce.** From time to time governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. The client agrees that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Don Steinberger and BueDiamondWebs.com and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce.
10. **Sole Agreement.** The agreement contained in this "Website Design and Maintenance Contract" constitutes the sole agreement between Don Steinberger and BueDiamondWebs.com and the Fox Hill Vineyards company regarding this website. Any additional work not specified in this contract must be authorized by a written

change order. All prices specified in this contract will be honored for the entire period of this contract.


11. Contract Termination. Each party has the right to terminate this contract by the action of written notification provided thirty days (30) prior to the contract termination date.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the client (authorized signature):

_____ Date _____

On behalf of Don Steinberger and BueDiamondWebs.com (authorized signature)

 _____ Date _____