WEB BUSINESS BASICS

By DanShaw.com
for my friends, clients, and you, my community.

Contents

Top Ways to Make More Money on the Web

1. Your website is clearly visible from the storefront.
2. Your website is clearly visible inside the store.
3. Your car has a sticker with your web address.
4. Your web address appears on every piece of promotional materials, including your business cards, receipts, stationery, etc.
5. Your web address is your own .com; you have a name you don't have to spell, which is about 15 characters or less, without any dashes or underscores, is memorable, describes what you do, and is broad and narrow enough to help your search engine standings.
6. You have stickers and or rubber stamp of your web address to place on products, etc.
7. Your web site is easy to use, regularly updated, and has useful and/or entertaining content that makes people want to come back repeatedly, and tell their friends.
8. You make the most of your web traffic report; understand where people are coming from, what they are visiting, and what kind of computer they are using, so that you can refine your strategy.
9. Your website is listed at the top of the major search engines, and stays there.
10. Your website is linked from other websites and back to other sites ("reciprocal links").
11. Your website shows a photo of your storefront, if you have one, giving you greater credibility, and shows a map to your store.
12. Your website shows your photo, making it more personal.
13. Your website shows your phone #, e-mail address, and hours of operation on the home page.
14. You have a computer in your store so employees and customers can use your website there.

For more information on these topics, *Comprehensive Web Site Analysis*.

Materials available from Rosetta Publishing and Services

•   Top Ways to Make More Money on the Web *free*

•   Steps to Comprehensive Web Site Analysis $50

•   Ashland Restaurant Website Profiles Report $100

•   Ashland Real Estate Website Profiles Report $100

•   Individual Web Site Report $100

1
Be sure your website does the best it can for your business
How does your website stack up to the competition?
Comprehensive website analysis and recommendations

How can I improve my website?

Rosetta Publishing and Services can provide your company with a Comprehensive Website Analysis and Recommendations Report. We'll evaluate your website completely, and you'll receive a concise, easy-to-understand report showing where your website is strong, and where lays its untapped potential.

Whether you have your hands on your website design or hands off…you'll have a complete assessment of how your website is performing, and recommendations for making the most important improvements first to generate more sales from your website.

Have an accurate count of how much business your website generates, and find out how to capture those missed buyers!

Satisfaction guaranteed.
Our business ethic is to "Give you the fish, or teach you to fish, as you wish."

Your Comprehensive Website Analysis and Recommendations includes the following **Ratings** on a scorecard.

Content: Timeliness, usefulness, entertaining, returnability, depth; Navigability, Design, Coding, Operability on different computers and with different browsers, Images, Commerce.

Your Comprehensive Website Analysis and Recommendations includes the following **Reports**:

Source code Report
Sites linked to your site Report
Image Size, dimension, and handling Report

Your Report will require about five to seven hours of our research time, plus an hour for the presentation, depending on the complexity of your website. Website Reports start at $100 for small sites. Ask to see a sample. I will be pleased to be of service to you.

2
How Much will it cost?

Mission:
    I provide web site services in order to promote the financial and overall well-being of the talented individuals in the physical and cyber community. I hold myself to standards of excellence in communication, honesty, courtesy, and service.
    My mission includes enabling you to have your webpage as easily, quickly, and inexpensively as possible. To help individuals and businesses to take their first few steps on the web, my payment arrangements make those first steps small and manageable.

Starter Web Pages As low as $300
"Web Pages in an Hour".
Each web site is unique, and together we will design a site to suit your needs. In general a starter website will be less than 10 pages, have relatively few images, and simple design.

$300 price includes:
1. Your Starter web pages published to the web.

2. Ongoing occasional minor changes and updates such as price changes, and new products.

Payment arrangements

1   **Initial Consultation**
2 hour minimum

2   **Additional Work**
On a per-job basis, rather than a per-hour basis.
I will give you an estimate, and I will stick to it.

$40 - $50 per hour base rate, depending on nature of work. $200 benchmarks. For ongoing work, I prefer to be paid in $300 increments.

If an appointment will be missed, please give 24 hours notice must be given, or I may charge a 50% fee.

How much you can expect to pay:
Here are the costs you can anticipate:
$300 +/- initial design and build
$70: Your own domain name (for 3 years)
$180: Website Hosting (yearly)
$550

        I am committed to assisting you to generate the most sales income possible from your web business. My part of my purpose is to support your dreams and visions. If you can not afford my services, some sponsorships are available I look forward to working with you.

3
Comprehensive website analysis and recommendations
For :

[With 5 being the best, and 1 being the worst.]

Content
Revision date shown? Yes / No
Timeliness 5   4   3   2   1
Usefulness 5   4   3   2   1
Entertaining 5   4   3   2   1
Repeatability 5   4   3   2   1

Navigability
        Sitemap? Yes / No
        Linking
                Number of live links / number of dead links: _____ / _____

Page Order 5   4   3   2   1
Links open in: Same window / New window

Design
Printer friendly? Yes / No
Backgrounds? Yes / No
Background color or image: contributes/ detracts. Why? _____

Report: Source Code
Your report includes a copy of the source code, usually html (hypertext markup language) "behind the curtain". This source code can be viewed in Netscape and Explorer browsers by choosing View… Source.
Sample:

```
<HTML><HEAD>  <TITLE>Vortex Maps</TITLE>
<BODY BACKGROUND="http://www.vortexmaps.com/images/Eslogo3.gif" >
<FONT SIZE=+2><I><CENTER>Vortex Maps</CENTER></I></FONT>
 <CENTER><A   HREF="http://www.vortexmaps.com/htmla/megalith.htm"   ALT="EarthStar globe">
 <IMG         SRC="http://www.vortexmaps.com/images/globtrans2.gif"         BORDER="0" NATURALSIZEFLAG="0"  ALT="EarthStar geometry corresponds to significant geologic features."><FONT SIZE="+2" FACE="Aquiline Extra Bold"><P> etc.
```

Meta tags

Some search engines use the keywords and description you can provide in the source code, specifically, in meta-tags. It's important to choose keywords, provide a description, and otherwise appeal to the search engines.

Sample:

<META NAME="keywords" CONTENT="vortex, map, sacred, site, piri, reis, re'is, earthstar, earth, antigravity, ascension, calendar, maya, earth, geometry, megalith, pyramid, time travel, alignment">

<META Name="description" Content="The geometry of the EarthStar globe corresponds to megaliths (huge stone constructions, e.g. the Great Pyramid) around the world."></HEAD>

Keywords? Yes/ No
If yes, list: _____
Suggestions: _____
Meta-Description? Yes / No
If yes, list: _____
Suggestions: _____
Keywords occur repeated in title, text, and image names? Yes / No
Frames? Yes / No
If yes: No frames option? Yes / No

Plug-ins required? Yes / No

If yes, list: _____
Java? Yes / No

Operability

PC: Netscape 5   4   3   2   1   & Explorer 5   4   3   2   1
Mac 5   4   3   2   1
Loading times: 5   4   3   2   1 If long, why? _____

Images
Report: Images File Sizes and dimensions

Images compressed? Yes / No
Properly compressed images take less time to download.
Dimensions specified in code? Yes / No
Pages load faster when images sizes are specified.
Alt tags? Yes / No
Image names using the "alt tag" show the name on mouse-over. Alt tags also help people with images turned off, and the blind.
.PDF .GIF .BMP .JPG (Circle all that apply.) Other: _____
Map to your business location? Yes/ No

Commerce
Hours of business prominent? Yes/ No
E-mail address handy? 5   4   3   2   1
Credit cards accepted? Yes/ No

Secure server? Yes / No
Other payment system? Yes / No _____
Shopping cart? Yes / No

Search feature? Yes / No
Guestbook? *Yes / No*
Discussion Board? *Yes / No*
Other unique features? _____
Detractors: _____

Report: Sites linked to your site
This report shows websites with links to your site. This can help you target your audience, find out what pages people are seeing first when they link in, and can also enable to get those links improved by contacting the webmaster with your preferred description and graphic. (This is different from your traffic report.)
Recommendations

Traffic Report
We always recommend that businesses make use of their traffic reports. By understanding these reports, you can: make sure your website is optimized for the right browsers; provide translation and local currency options for pages visited from other countries; ask referrers to improve your link with better description and graphics; focus your attention on pages that are getting the most hits; find out what search engines and search terms people use to find your website; and more. Your website host can generate weekly traffic reports for a small additional charge, usually about $5/ month. Your traffic report will tell you how many 'hits' you got from all referring sites:
40: http://www.new-universe.com/pythagoras/sacred.htm
38: http://vortexmaps.com/htmlb/welcome.htm
33: http://www.earthascending.com/core/core.htm
etc.

What type of browser your visitors used:
153: Microsoft Internet Explorer/5.0 (Windows 98; DigExt)
133: Netscape/5.0 (Slurp/cat; slurp@inktomi.com; http://www.inktomi.com/slurp.html)
117: Microsoft Internet Explorer/5.5 (Windows 98; Win 9x 4.90)
etc.

What type of domain or which country your visitors came from:
1710: 38.60%: 41.75%: .net (Network)
 971: 21.92%: 23.56%: .com (Commercial, mainly USA)
 544: 12.28%: 10.55%: [unresolved numerical addresses]
 454: 10.25%: 7.99%: .au (Australia)
 106: 2.39%: 1.87%: .ch (Switzerland)
 101: 2.28%: 1.80%: .ca (Canada)
  67: 1.51%: 1.49%: .uk (United Kingdom)
  44: 0.99%: 1.05%: .edu (USA Educational)
etc.

Your web traffic report also shows average hourly traffic and daily traffic for the week, as well as which pages were visited, and sometimes further information about viewing patterns.

Recommended priorities:

Most important improvements

Second-tier improvements

Minor improvements

Overall score

4
Most Essential Computer Security:
Do This First

These few computer tasks are the most essential. I will go over each of these with you when I arrive. Please prepare for our session by studying this sheet, and by making sure we have blank disks for backup. If you can, back up your files ahead of time. Then, run Scandisk, Defrag, and Disk Cleanup.

Schedule a time each week (or more or less, depending on your circumstance) to perform these vital tasks: Backup, defragment, and download anti-virus updates.
Backups and anti-virus updates scheduled weekly time(s): _____

1. Backing Up Your Files
Consider that if your computer breaks down, you will lose all the data you don't have backed up onto a removeable disk. How many hours of work went in to creating that data? How much time would it take to recreate? How much loss and suffering would occur to your business? Avoid these problems, and worries, by scheduling a regular backup time each week, or more frequently.
You will need a CD-Writer and some blank CD's, or a ZIP drive or similar. Use Windows Explorer (explained below) and/ or your CD-writing program. Use at least two CD's (or other disks) and keep your backup disks at a different location from your computer. If your business computer is stolen, or damaged, you will be secure in knowing that your data, at least, is safe at another location.

2. Anti-Virus Software
If you do not already have anti-virus software installed, go to mcafee.com or Norton.com and download the software.

Windows Explorer
START…PROGRAMS…Windows Explorer.
Allows you to view and manage your files.

3. Scandisk
START…PROGRAMS…ACCESSORIES…SYSTEM TOOLS… Scandisk
Scans your hard disk for errors, and repairs them.

4. Add/ Remove Software
START…SETTINGS… CONTROL PANEL…Add/ Remove Software
To remove programs you don't need. Do this before defragmenting.

Disk Cleanup
START…PROGRAMS…ACCESSORIES…SYSTEM TOOLS… Disk Cleanup

Defragment
START…PROGRAMS…ACCESSORIES…SYSTEM TOOLS… Defragment
Rearranges your memory so that files and programs are stored in the most efficient way. Frees up a block of free memory. Make sure all other programs are closed by using CTRL-ALT-DELETE.

CTRL-ALT-DELETE
By pressing down the Ctrl, Alt, and Delete keys at the same time, you can see your task manager. How many programs are running? Are they all necessary?

Programs Open at Startup
When your computer first starts up, several programs will begin running automatically. These include your anti-virus program. These programs will appear as small icons at the bottom right of your menu bar (usually at the bottom of your monitor). Mouse over each of these programs to see what they are. Are these programs you use regularly, or not? These programs clog your memory, and may cause other problems. To prevent these programs from starting at startup, remove them from the startup folder.

Moving Ahead
Once we can be assured that your data is backed up, unnecessary programs have been removed, your hard disk is free of errors and defragmented, and you are protected from viruses, then we can move ahead.

Please have your website information collected in a binder. We will need to know your web site host, their phone number, your username, and password.
Host: _____   Username: _____   Password: _____

Homework for Next Meeting:

Date	Task	Completed

Questions for Next Meeting:

5
Web Site Submissions

For do-it-yourselfers, you can find out more than you'll ever need to know about search engines at http://www.searchenginewatch.com/.

You will need a complete as possible list of keywords someone might use to search and find your site.

_____ _____ _____ _____

_____ _____ _____ _____

Also a brief paragraph (one site requires 170 characters max.)
_____ _____ _____ _____
_____ _____ _____ _____
_____ _____ _____ _____

A good way to find these is to do searches yourself, and see if you can find a related site with a good list of meta-tags. The meta-tags can be viewed by choosing VIEW… SOURCE. They look like: <META= …>

AltaVista
http://addurl.altavista.com/

Google
http://www.google.com/addurl.html

Lycos
http://insite.lycos.com/searchservices/
Lycos and HotBot plus all of the search engines that display FAST and Inktomi web results. Requires complete contact information, etc. to register, then additional submissions are easier.

Yahoo
http://docs.yahoo.com/info/suggest/
Check to See if Your Site Is Already in Yahoo! by searching on your URL and clicking on the "Directory" option in the navigation bar located below the search box.
Sites must be submitted in the appropriate category.

Please go to yahoo and select your category.
dmoz.org
Another one where you have to choose the best category. Hard if your site blends music and dna, for example.
Looksmart
http://listings.looksmart.com/?synd=none&chan=lshomepg

Dogpile
Apparently doesn't accept unpaid submissions.

**6
Make changes to your site yourself
Uploading files using WS_FTP or Fetch or…**

WS_FTP is for PC's; for Mac's use Fetch.

If you don't already have WS_FTP (or Fetch) installed, download it from www.download.com.

Install it by double clicking the icon.

WS_FTP

Click Connect (in the lower left). In the Session Properties box, select NEW. Use an obvious profile name, such as "!publicftp". (The exclamation point conveniently will bring this session to the top of the alphabetical list).

Host Name/Address is neter.pair.com
Host Type: Auto detect
Select the "Anonymous" checkbox and User ID and password default. Choose SAVE PASSWORD.

Double-click a local file to send it to the remote server.

Fetch
The same settings apply. Select "PUT", then choose the local file you want to send to the remote host.

That's it. Give me a call when you've uploaded something or email me at: dan@danshaw.com.

**7
How to Get Your Website Built for Cheap
Knowing what to ask for.**

When you meet with me, please have the following materials at hand:

A binder to collect all web related data.

Artwork on disc or to be scanned.

_____, _____, _____
_____, _____, _____
I recommend two photos:
Storefront AND Portrait

List of any additional artwork which will be needed.

_____
_____
_____

Color scheme.
Colors:
Background image or color: _____, text style
_____,
text color(s)_____, other _____

A list of pages that you will need:
Home
Order
Links:
(list) _____, _____,

_____
_____, _____, _____
About Us
Other pages:
_____, _____, _____
_____, _____, _____

Documents, preferably on disk.
Please call to ask about which formats are preferable for saving documents.

A **flow chart** showing how the pages are linked from the home page and to each other.

Sketches of each page as you envision it.

A **timeline**, showing which parts will come first, and which parts are secondary, and showing when you would like to have stages completed.

8
What kind of internet business are you?

Filling out this form will help both of us plan and grow your internet business.

Name: _____

I have a brick and mortar business.

Yes / No

I have a computer at my place of business for employees.
Yes / No

I have a computer at my place of business for customers.
Yes / No

I have a computer at home.
Yes / No

I DO / DON'T want to learn more about computers.

I intend to generate _____ % of my business from internet sales and _____ % from other sales.

Approximately how much of your income now comes from the internet? _____ %

I intend to spend _____ % of my business time doing internet business.

I have a website.
Yes / No

I have my own domain name.
Yes / No _____

I am selling _____ (#) products:
_____, _____, _____

and services:
_____, _____, _____

Other ways my business could generate income from the internet:
_____
_____
_____

My website has:

content updated periodically.
How frequently? _____ times per year.

audio

video

interactive database

other: _____

My business is local / national.

Parts of my business are potentially national:
_____, _____, _____

I know how to build / update my own webpages.

My webpages are built by a friend / professional / employee.

I want to learn how to build / update my own webpages.

I can take payment by credit card.

Benefits for me of doing business on the internet:
_____
_____
_____

Downside of internet business for me (obstacles, costs, limiting factors):
_____
_____
_____
lack of knowledge
shipping
other: _____

Action Steps:
_____ _____
_____ _____
_____ _____
_____ _____

Website Development Strategy Before Marketing

Before you market your products and services through your website in any really substantive way there are a number of preliminary steps that when followed will help assure you of a good return on your investment. This brief article gives the broadest overview of the process of website strategy development so that you can see the steps in a way that allows you to prioritize before you begin, and to continually re-evaluate.

Website development strategy is unique for every client. Some initial guidelines can be given to further initial strategy planning. Key to planning website strategy is integration of the web into the existing business plan. What part of the plan is based on internet? What part on services and/ or products? What part of your target market is local and what part is national? Your web master needs to know a good deal about what direction and how you want to grow your business.

To choose among the infinite universe of website marketing possibilities, one must do a

thorough self-evaluation, and also an evaluation of potential profitability of various products or services. I have written several simple, brief articles for my websites clients, including "A Self-Evaluation Questionnaire" and "Comparing Potential Profitability" which you can read at: http://ashlandindex.com/websites/
and fill in the blanks. These articles are designed to help you make better decisions about your website business. I am a New Paradigm business, so I am giving you the tools to do it yourself to any degree you choose.

Having a clear idea of the many possible items for sale *and markets*, then one can prioritize where to begin. A thorough evaluation of the existing website, if any, is called for before marketing. See "Website Analysis". If you do not already have a website, also read "Getting a website built for cheap". Search engines are just one obvious avenue of website marketing which must be seen in the context of a wholistic approach, as elaborated below.

Before marketing a website to the world, we need to be sure our design meets certain basic standards, including; that the html code is current and validates, the structure does not impede the search engines, the order form is secure and professional, the file names and images are handled properly, and that your site hosting bandwidth is sufficient, to name a few. We must also be confident that the content and structure move toward the sale and not away. Traffic reports should be reviewed to see the pattern of traffic, entry page, exit page, number of pages viewed, etc.

As an example, I've just remodeled punkfolkbanjo.com, a music website for Jack Chernos. Is the main purpose of the website to sell CD's or gigs? Only the musician can decide. In this case, the answer is neither. Jack's site is really not-for-profit. Before marketing his site, we restructured the page navigation; renamed pages, images and sound files to rank better in the search engines; improved his ordering page; added metatags; added more keywords to the content; and added a links page. His traffic reports show that his essays act as entry pages for many search results so we improved those. Since this was an existing site, it's already indexed by Google and it will automatically get re-indexed. If it were built from scratch with the search engines in mind, that might be even better. Jack added his site to a folk music WebRing to increase cross-linking traffic.

Think that now you're ready to begin marketing your website on the world wide web? Not yet. First you would be well advised to "pick the low hanging fruit", and do the obvious, cheap, quick and simple ideas in "How to make more money on the web", like having your domain name on stickers, rubber stamp, window signs, bumper stickers, products, receipts, brochures and everything that goes out your door. Since I'm a New Paradigm business, I don't stop at websites. I'll suggest anything I think will support your business. Jack Chernos took my advice to better market himself at his gigs, and redesigned his business card and put his domain name on his guitar case.

At least one more step is vital to successful website development strategy, and it must also be set in place before you begin marketing. That vital step is the procedure for ongoing and rapid feedback and evaluation of your strategy. The minute you implement a new marketing campaign, you have just begun. You've got to watch the response carefully in as close to real-time as you can, to take full advantage of the web, to test and adjust, until you find the most effective strategy for you.

For the purposes of a small business with a modest internet marketing budget, search engine submission is a matter of basic "due diligence" of about 3 - 5 hours of submitting to the handful of major search engines.

To see how it's done, read "Submitting to Search Engines". Beware of anyone with a piece of software who'll charge you a bundle to submit your name to thousands of search

engines; these are of course thousands that nobody has ever heard of, or worse yet, "link farms" blackballed by Google and other search engines.

Submitting to search engines is one part of an internet marketing strategy, but by no means is it the only part, or even the most important part. Other elements that are at least equally important to consider are also touched upon in the "Search Engines" article, including reciprocal links, dmoz.org, blogs, etc.

Again, the most important part of the strategy is your business plan. The tactics must develop from your mission statement and respond impromptu to the environment dynamically.

So, you've got a well-designed website, commerce-ready, and you've done all the preliminary steps outlined above, now what? Now it's time to look at marketing campaigns. Go back to the "Comparing Potential Profitability" chart. Have you listed every possible stream of income, broken out each individual target market, and figured the potential costs and profits of each? Even if you only have one product to sell, this chart will help you choose where to begin marketing. *Marketing Warfare* by Ries, and Lao Tzu say, choose a narrow enough "campaign" to have "penetration" in your "field". In search engine terms, this means "Organic Pet Vitamins" is a much more powerful choice than "Vitamins" because you'll have a better chance of reaching more buyers who are looking for your product specifically, since there are an overwhelming number of vitamin buyers and suppliers.

The main part of this article deals with website development for marketing, but there are other profits to be reaped from your website in the form of reduced costs. Here a few questions worth considering: Are you printing and mailing costly newsletters or catalogs? Do you require patients or clients to fill out paperwork that could be completed online before they arrive? Could you use your website server as a way to backup and share data securely among staff and between home and office? Would a "Frequently Asked Questions" page (such as with driving map) save you time? These are just a few of the ways beyond sales and marketing that a closer integration of your business plan and your website plan can increase your profits and better support your business mission.

It bears saying that a marketing strategy must not be solely an internet marketing strategy. The internet strategy must be integrated into the overall marketing strategy. Often in-person marketing at workshops, gigs, tradeshows, etc., are the most powerful drivers of traffic to a website and the site must fully support follow-through for these purposes. The website must meet many diverse goals, including not only various target markets, but also humans v. search engines, open area and members only area, etc.

Given that the steps above are followed, then your investment in website marketing will be well spent. The evaluation and prioritization of your many, many tasks, and the ability to manage many details and parallel projects are essential parts of the developing your comprehensive website strategy. I hope this article has been helpful to that end, and that you will contact me if I can be of service to you in the future.

Best Practices Agreement between
Web Services Provider & Client

Disclaimer: I cribbed a sample document from some book, cut out a bunch of the legalese I didn't understand, and added a bunch of stuff.
Signers should discuss and modify each clause to be sure it applies. If the amount is several thousand dollars, or more than the small claims court limit,

you probably want to <u>consult a lawyer</u> to make sure your agreement is enforceable. In other words, this is not legal advice!

Web Services Contract

between _____ , services provider (SP), and _____ , client.
Contractor contact info: _____

_____
Company/Client: _____
Contact name: _____
Address: _____
Phone: _____
E-mail address: _____
website address (if any): _____
1. Responsibilities
1a. SP's Responsibilities
(1) Acknowledgement of assignment. When we acknowledge receipt of an assignment, we will always give you an estimated completion date.
(2) Timely completion. Minor tasks completed within a week. You will be notified of completion. Jobs of more than 2 hours within 2 weeks of approval of estimate and/or deposit.
(3) Estimates for any job likely to be more than 2 hours. Estimates completed at a fixed cost unless contract specifies percent +/-.
(4) Timely Billing. Thorough documentation of tasks completed and detailed invoices.
(5) No additional expenses. SP will not incur any additional expenses without permission of client.
(6) Satisfaction guaranteed.
1b. Client's Responsibilities:
(1) Contact by phone for urgent tasks.
(2) Follow up if no confirmation of task assigned by email.
(3) Advance notice. Scheduling of larger jobs from take a week or more, so please give us enough advance time for larger jobs. Rush charges may apply for quicker turnaround.
(4) Timely provision of required materials. SP and the Client must work together to complete the Web site in a timely manner. Much of this depends on receiving the appropriate images and text from the Client.
(5) Follow up if you do not hear from us by our estimated completion date.
(6) 50% deposit on jobs likely to be more than 6 hours.
(7) Cancellation of assigned work.
In the event that work is postponed or canceled at the request of the Client by registered letter, SP may bill pro rata for work completed through the date of that request, while reserving all rights under this contract. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work.
(8) Review website updates. Timely review and approval or correction of website updates.
(9) Study invoices work completed to be knowledgeable about design choices and issues which may have arisen.
(10) Timely payment.
Payment is due immediately on completion of work. Shall be by cash, check, credit card or money order, in U.S. dollars, and made payable to SP Shaw, or Rosetta Publishing. Please pay on time. Discounts may be available for early payment. Delinquent bills will be assessed

a $15 charge if payment is not received within ten days of the due date. If an amount remains delinquent thirty days after its due date, an additional 5% (five percent) penalty will be added for each month of delinquency. SP reserves the right to remove delinquent Web pages from the Internet.

(11) Client Warrants Compliance with Copyrights and Trademarks.

The Client represents to SP and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to SP for inclusion in Web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend SP and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

(12) Client Warrants Compliance with Laws Affecting Electronic Commerce.

The Client is solely responsible for complying with all laws, taxes, and tariffs, and the Client will hold harmless, protect, and defend SP and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's use of Internet electronic commerce.

(13) Client responsible for website content, Contractor not liable.

Client hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity or material advocating illegal activity, any infringement of privacy, and libel. Client hereby agrees to indemnify and hold harmless SP from any claim resulting from Client's publication of material or use of those materials. Client hereby agrees to indemnify and hold harmless SP in any claim resulting from the submission of illegal materials.

If SP shall acquire an Internet domain name on behalf of the Client, then in such case Client hereby waives any and all claims which it may have against SP for any loss, damage, claim, or expense arising out of or in relation to the registration of such domain name in any on-line or off-line network directories, membership lists, or registration lists, or the release of the domain name from such directories or lists following the termination of the providing of this service by SP for any reason.

Notwithstanding the above, Client's exclusive remedies for all damages, losses, and causes of actions whether in contract, tort including negligence, or otherwise, may include but shall not exceed the aggregate dollar amount that Client paid during the term of this contract and any reasonable attorney's fee and court costs.

Client agrees that it shall defend, indemnify, save, and hold SP harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees ("Liabilities") asserted against SP, its agents, Clients, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed, or any product sold by Client, its agents, employees, or assigns. Client agrees to defend, indemnify, and hold harmless SP against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with SP's service, any material supplied by Client infringing on the proprietary rights of a third party, copyright infringement, and any defective product which Client has sold from the Web site SP has designed.

(14) Client maintains sole responsibility for data backups and restoration.

Rosetta Publishing, its offices, agents, or anyone else involved in creating, producing, or distributing its services, shall not be liable under any circumstances, including negligence, for any direct, indirect, incidental, special, or consequential damages that result from the use of

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or inability to use SP's services; or that result from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of God, communication failure, theft, destruction, or unauthorized access to SP's records, programs, or services. Client hereby acknowledges that this paragraph shall apply to all content on SP's services.

2. Authorization.

The above named Client is engaging SP as an independent contractor for the specific project of developing and/or improving a website. The Client hereby authorizes SP to access this account, and authorizes the host to provide SP with any necessary passwords for the Client's website.

3. Warranties.

Rosetta Publishing represents and warrants to the Client that it has the experience and ability to perform the services required by this contract; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this contract; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws.

The Client warrants that it will provide Client materials to SP as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of Client; and that its performance of this contract shall not infringe upon or violate the rights of any third party or violate any federal, state, and municipal laws.

4. Complete Starter Website Design Included in Initial Fees.

SP will execute this Web site design as specified by the Client requirements as terms of this contract and incorporated in this contract. Unless specified otherwise in an attachment, this Web site includes up to six (6) Web pages. Additional standard Web pages beyond the original number of pages specified above, the Client agrees to pay SP an additional $75 for each additional Web page. Graphics or photos beyond the two-per-page average will be billed additional. Where custom graphic work (beyond the scope of the "Graphics" detailed above) is requested, it will be billed at an hourly rate.

5. Website Maintenance & Additional Services separate.

Any revisions, additions, or redesign Client wishes SP to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment. Our maintenance contract is separate from this contract. If the Client or an agent other than SP attempts to update the Client's website, repair to the Web pages will be charged at the rate of $35.00 per hour.

6. Payment terms.

Unless otherwise stated in the "Payment" document attached to this agreement, the following standard terms apply. A minimum deposit of fifty percent (50%) of the design cost is required to start work. The site will then be posted online in a draft directory for the Client's viewing and proofing stage. During this stage, typographical errors, design changes, and other corrections will be made according to the instructions of the Client. The Web hosting time frame begins when the initial deposit is made and the draft site is put on-line.

7. Assignment of Project to Subcontractors.

SP reserves the right to assign projects to subcontractors to ensure the right fit for the job as well as on-time completion. SP will be responsible for the final results of the project.

8. Copyright to Web Pages.

Copyright to the finished, assembled work of Web pages produced by SP is owned by SP. Upon final payment of this contract, the Client is assigned rights to use as a Web site the design, graphics, and text contained in the finished, assembled Web site. Rights to photos,

graphics, source code, work-up files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. SP and his subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

9. Authorship Credit.

By agreement by both Client and SP, Client's website may include a byline and link on the bottom of their Web page establishing authorship credit. This byline must be removed at any time upon written request by SP.

10. Nondisclosure.

SP, its employees, and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this contract disclose any proprietary information to any person whatsoever.

11. Mediation of disputes.

Any disputes in excess of $1,000 (or the maximum limit for small claims court) arising out of this contract shall be mediated first, then if needed submitted to binding arbitration before a mutually agreed-upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award or judgment in favor of SP.

12. State of Oregon venue.

This contract becomes effective only when signed by both parties. Regardless of the place of signing of this contract, the Client agrees that for purposes of venue, this contract was entered into in Jackson County, Oregon, and any dispute will be mediated, arbitrated, and or governed by the laws of Jackson County, Oregon.

13. Entire Understanding & Severability.

This contract constitutes the sole agreement between SP and the Client regarding Web Services. It becomes effective only when signed by both parties. This contract shall be governed and construed in accorSPce with the laws of the State of Oregon. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

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

Client:

Name _____

Date _____

SP:

Name _____

Date _____