

# Hosting & Maintenance/Care Package

March 14, 2024

CDG Marketing & Web Design  
Document Sender : Valerie Cudnik  
Signer: Valerie Cudnik

## Hosting & Maintenance/Care Package

# Your Web Hosting & Maintenance/Care Package will include:

### Hosting Details

Website Address:

### Services

#### Why I'm The Best For This Project/Service

I specialize in helping small businesses host and maintain their websites. I set my prices based on the requirements of the website (drive space, bandwidth requirements, and specialty demands based on the industry and functionality of the website). As a small independent operator, I won't shuck you off to an AI chat if you need help with something.

#### Costs and other specifics

This cost for this service is \$ per month, *for a minimum of months or as long as we are hosting and maintaining your account*. Should you wish to pay annually, the annual price is \$.

#### Other Development Work/Content Additions and Changes

This month fee covers hosting, software updates, security and uptime monitoring. It does not include adding or updating content or making other than very minor changes to your site. Changes and additions to your content and/or design are billed separately at \$75 per hour.

#### The Fine Print

**Copyrights and Trademarks.** Client represents to CDG and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to CDG 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 CDG and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

Original art created specifically for client is considered "work for hire" and becomes the property of client (I'm generous that way!); royalty-free (stock) images used in the site content and design remain the property of their original owners and are *licensed for use on this project only*.

**ADA Compliance.** CDG uses themes that offer basic ADA compliance. Specialty features, such as animations, slide shows, and non-standard features may not meet all compliance standards. If you came to CDG with a site built by another designer, compliance has not been reviewed and is not part of this service.

**Limitation of Liability.** IN NO EVENT SHALL CDG BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND DAMAGES RELATED TO CORRUPTION OR DELETION OF WEBSITE CONTENTS) ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF CDG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CDG'S MAXIMUM LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU TO CDG FOR THE SERVICES DURING THE PRIOR TWELVE (12) MONTHS. TO THE EXTENT APPLICABLE STATE LAW DOES NOT ALLOW THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, CDG' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.



**Warrants and Representations.** CDG is not a partner or in any way affiliated with the clients it designs, publishes, and hosts web pages or websites for, and CDG is not liable for any services or products sold or promoted.

**Governing Law.** This contract shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia applicable to agreements made and to be performed within the Commonwealth of Virginia without giving the effect to the conflict of law principals thereof.

**Software.** WordPress is an open-source application that is updated several times a year: this contract includes updating the software regularly. While we have faith that WordPress will be around for a long time, CDG makes no warranty as to the continued support or operation of this program. Server software offered is the latest version with backward compatibility to php 7.4.x.

**Force Majeure.** A Party shall not be deemed in default of this Agreement, nor shall it hold the other Party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the Party, provided that the Party relying upon this provision:

- gives prompt written notice thereof, and
- takes all steps reasonably necessary to mitigate the effects of the force majeure event.

If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this Agreement upon written notice.

**Cancellation.** This is a month-to-month agreement, unless otherwise noted. No refunds will be provided should customer choose to cancel this service.

**Confidentiality.** All correspondence and documents provided will be treated as confidential between the client and CDG Marketing & Web Design, unless all parties involved have granted consent.


**Price Increases.** From time to time it may be necessary to raise prices as the cost of providing services increases. CDG will inform you at least 30 days in advance of any price increases.

**I look forward to helping your business grow!**

*This proposal is valid for 30 days from the project proposal date.*

X

X



Signed By Valerie Cudnik  
Signed On: March 14, 2024



# Signature Certificate

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### Audit

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