

Letter of Agreement

TO:

Clifford Cox
Clifco Online Xperts
P.O. Box 127
Booker, Texas 79005

FROM:

1. With this letter, I am hiring Clifco Online Xperts ("DESIGNER") to design and create an On-Line Business Page ("PAGE") on the World Wide Web ("WWW") and to install my PAGE on server space on an Internet access provider's ("PROVIDER") computer.

2. I understand that I may not hold DESIGNER responsible for failings of the PROVIDER, of any telecommunications carrier, of the Internet backbone, of any Internet servers, of my or my customers' computers, or of my or my customers' Internet software.

3. DESIGNER and I have agreed to advance payment and the terms of this agreement as selected below. I agree to confine my PAGE to approximately the same amount of information that can be presented on an 8" x 11" sheet of paper. The payment will furnish creation, design services, and hosting of my PAGE on the server of a PROVIDER under a domain owned by DESIGNER. Limited maintenance will be included when DESIGNER deems necessary for promotion on the WWW. Other updating and changes ("MAINTENANCE PRICE") to my PAGE will be billed to me only at my written request. The MAINTENANCE PRICE will be billed at \$35.00 per hour. I agree to pay all bills within 30 days of receipt of invoice.

Setup \$ 75.00

A. _____ \$ 40.00 for one Month on the WWW

B. _____ \$ 200.00 for Six Months on the WWW

C. _____ \$ 375.00 for One Year on the WWW

4. I will supply DESIGNER with photos, drawings and/or descriptive language for inclusion in my PAGE. I affirm that I am the full copyright owner of such materials or that I have obtained proper permission from the copyright owner(s) for use of such materials. I will indemnify DESIGNER and hold DESIGNER harmless against any claims of libel, copyright, or trademark infringement brought against DESIGNER with respect to DESIGNER's use of those materials.

5. DESIGNER is authorized to enter into contracts with third parties to carry out the purposes of this agreement, and DESIGNER shall be primarily liable to those parties for payment due thereunder. DESIGNER shall exert a good faith effort to prevent any loss to me resulting from failure of proper performance by those third parties, but DESIGNER shall not be liable to me by reason of any default of those third parties or other parties who are not DESIGNER's employees.

By _____
(authorized signature)

Date _____

Understood and agreed to: Clifford Cox; dba Clifco Online Xperts

By _____
(authorized signature)

Date _____