

# N.O.W.Networks Hosting & Design Agreement

This Agreement is made on \_\_\_\_\_, 2011\_\_\_ between \_\_\_\_\_ (the "Customer") and N.O.W. Networks(the "Consultant"), is effective on immediately upon signing or by typing entering full name in online order page accessible at <http://nownetworks.us/hostingcontract.htm>. The Consultant has extensive experience regarding the hosting, maintenance, design, and servicing of websites, and the Customer seeks to benefit from the Consultant's expertise by retaining the Consultant on an exclusive basis. The Consultant wishes to perform consulting services for the Customer. Accordingly, the Customer and the Consultant agree as follows:

## I. Services

- a. The consultant shall provide advice and consulting services to the Customer with respect to matters related to \_\_\_\_\_.
- b. Upon request by the Customer and in return for compensation detailed in Article II, the Consultant shall keep the Customer informed about applications, features, and specifications in the area of Web Hosting and Design as features may broaden or change from time to time as well as be available for assisting in quality control of the website. By recognizing this agreement the customer also agrees to the terms and conditions of N.O.W. Networks' [Terms of Service](#) agreement.

## II. Compensation

As full consideration for the consulting services provided by the Consultant, the Customer shall pay to the Consultant a) initial deposit for services in the amount of \$\_\_\_\_\_ the sum of \$60.00 Every 6 months or 150.00 per year payable on the 1<sup>st</sup> day of each 6 month. and or 1st Month of every year There will be a late charge in the amount of \$35.00 for payments received after the 5<sup>th</sup> day during the term of this agreement.

## VI. Term and Termination

- a. This Agreement shall be for a term of **Twelve (12)** months, renewable upon reasonable terms and conditions as may be agreed upon by the Customer and the Consultant.

Termination of the Agreement if at any time that said customer feels the need to terminate his/hers contract early customer will be responsible as follows

1. **Early Termination Fee(s)** of 200.00 will be enforce (This fee is effective as of January, 1 2010) In addition to any other unpaid hosting & Design fee's

2. **Contract Cancellation Agreement**

a. Customer will be responsible for the time left on said contract this fee will be collected and or Enforce By N.O.W. Networks

3. **Extended Contract Termination**

a. Customer will be responsible for FULL Payment of the early termination agreement this will not be subject for discussion By N.O.W. Networks

4. **Misuse Of Services** any Illegal act, appropriate act will automatically be Terminated by Consultant N.O.W. Networks with all fees attach plus Damages

5. **Early Termination Letter**

At anytime that said customer needs to terminate contract this must written and sent into the Office of N.O.W. Networks **30 days prior of termination**, in conjunction with policy giving by this agreement

VII. **Miscellaneous**

a. a. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the parties, as the case may be.

b. The relationship created by this Agreement shall be that of independent contractor, and the Consultant shall have no authority to bind or act as agent for the Customer or its employees for any purpose.

c. The Customer will not use the Consultant's name in any commercial advertisement or similar material used to promote or sell products, unless the Customer obtains in advance the written consent of both the Consultant.

d. Notice or payments given by one party to the other hereunder shall be in writing and deemed to have been properly given or paid if deposited with the United States Postal Service, registered or certified mail, addressed as follows:

## Mississippi Division

N.O.W. Networks  
PO Box 7112  
Tupelo MS 38801  
662-205-0496

## Nashville Corporate Office

336 Hill Dr.  
Nashville TN 37076  
615-249-8718

e. This Agreement replaces all previous agreements and the discussions relating to the subject matters hereof and constitutes the entire agreement between the Customer and the Consultant with respect to the subject matters of this Agreement. This Agreement may not be modified in any respect by any verbal statement, representation, or agreement made by any employee, officer, or representative of the Customer, or by any written documents unless it is signed by an officer of the Customer and by the Consultant.

f. If any term or provision of this Agreement is deemed invalid, contrary to, or prohibited under applicable laws or regulation of any jurisdiction, this Agreement (save only this sentence) shall be invalid.

g. This contract shall be interpreted in accordance with the laws of the State of Mississippi and shall be enforced in Lee & Surrounding Counties, of Mississippi

h. In the event that any litigation is deemed to be necessary, or if the parties cannot agree, such dispute shall be arbitrated by the American Arbitration Association and the non-prevailing party shall be responsible for and pay for the legal fees and costs of the prevailing party including appellate fees (if any).

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first stated above.

Customer name: \_\_\_\_\_

By: \_\_\_\_\_  
President or authorized representative  
N.O.W. NETWORKS

By: \_\_\_\_\_  
Authorized representative

Our company reserves the right to change or modify these terms with no prior notice.