

Terms and Conditions

1. TERMS & CONDITIONS: These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Roznik Media Enterprises/Campground & RV Park Websites for its clients.

2. FEES & DEPOSITS: A 50% deposit of the total fee is due at the start of the website design project. We reserve the right not to commence any work until the deposit has been paid in full. The remaining 50% is due when the website is completed.

3. MATERIALS: Client must supply all materials and information required to complete the website. Materials may include, but are not limited to, photographs, written copy, logos and other printed material.

4. PROJECT DELAYS: Time frames and estimates are contingent upon client co-operation. During development there is a certain amount of communication to progress with the project. We will not be responsible if the website remains largely unfinished or is delayed, because of a delay in receiving materials, lack of communication or approval of design. We reserve the right to extend any previously agreed deadlines by a reasonable amount because of these delays. After the initial 45 calendar days, if the project is still unfinished, \$45/hour would be billed for any further change request. We also reserve the right to stop work and invoice you for any balance on the contract.

5. PAYMENT: Upon completion of the website and review before the launch of website on your domain name, we will invoice you for the 50% remainder balance of the project. By contracting Roznik Media Enterprises to design a website you unconditionally and personally guarantee the payments.

Maintenance & Hosting Services that are 30 days past due and not paid are subject to termination or suspension. Payment made in full past the 30 day notice is subject to a \$150.00 reactivation fee. In case collection proves necessary, you agree to pay all fees (including all attorney's fees and court costs) incurred by that process.

6. COPYRIGHTS & TRADEMARKS: You must obtain all necessary permissions in respect to the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications. You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

7. SEARCH ENGINES: All websites designed by Roznik Media are search engine friendly. However we do not guarantee any specific position in search engine results for your website. We perform search engine optimization according to current best practice at an additional cost.

8. CONSEQUENTIAL LOSS: We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

9. DISCLAIMER: Notwithstanding anything to the contrary contained in this contract, neither Roznik Media Enterprises nor any of its employees or agents, warrant that the functions contained in the web design project will be uninterrupted or error-free. In no event will Roznik Media Enterprises or its owners or employees will be liable to you or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the hosting service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the website, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Roznik Media Enterprises has been advised of the possibility of such damages.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and agreed by both parties.