



Matt & Co. Hosting Agreement

For _____

Website: [Domain Name Pending]

Dated: March 28, 2022

Overview

Matt & Co. (The Host) agrees to host the website for _____, making it accessible on the Internet and handling all customary security and maintenance needs.

This agreement is valid for 1 year, after which you may renew the hosting and sign another agreement, or cancel the hosting and have your site transferred to a new host or taken down.

For more information on Web Hosting, see my [webpage](#).

Payment Terms:

- **A 1-time payment of \$107.40 for one year, OR**
- **A Monthly payment of \$8.95, recurring for a total of 12-months.**
- **Payment Methods:**
 - **1-Time Payment:** Google Wallet, Zelle, Venmo, CashApp, or mailed check.
 - **Recurring monthly Payments:** Paypal only.
- For more billing and cancellation terms, see "Billing & Cancellations" below.

Service Details & Host Duties

Unlimited Bandwidth & Plenty of Storage

- Matt & Co. places no limits on storage or bandwidth for the Client's website. That said, Matt & Co. reserves the right to optimize the assets of the Client's website periodically, removing unneeded files and offloading assets to other servers in order to maintain an acceptable loading speed.

Reliable Uptime

- Matt & Co. will keep the website accessible on the internet 24 hours a day, 7 days a week, and make commercially reasonable efforts to prevent downtime. While uptime cannot be 100% guaranteed, Matt & Co. will monitor the site's performance and address uptime issues promptly.
- The client understands that the website may go down for a few minutes whenever required server maintenance is needed, normally during times of low traffic.

Regular Site Plugin & Core Updates

- Matt & Co. will ensure the software required to run the website (WordPress) and any other third-party plugins are updated to the latest standards in a timely manner. Matt & Co. will also regularly check the website and perform any needed maintenance.

Regular Site Backups

- Matt & Co. will backup the data of the website and store backups in a safe and secure environment, available to restore the site quickly if content is ever lost.

Virus & Malware Protection

- Matt & Co will install antivirus software into the website and closely monitor the site for malicious activity.
- While the software will take care of most threats automatically, in the case of compromise, Matt & Co. will promptly address the issue and restore the site to a secure standard.

Dedicated Tech Support

- Matt & Co. will remain on-call to handle any maintenance requests, glitches, errors, etc. In most cases, requests will be handled during Matt & Co's work hours: Monday thru Friday from 9AM to 5PM, though emergency requests may be handled outside of those hours.
- The Client understands, however, that requests for revisions, additional features, text changes, and other updates that go beyond the original project/design will be charged at an hourly rate of **\$40/hour** and billed upon completion.

Client Responsibilities

Domain Name Ownership

- The Client should maintain ownership of its domain name. Matt & Co. will connect said domain name to the Client's website, but the Client will retain responsibility for renewal fees on the domain. Matt & Co. is not liable for any downtime incurred if the domain deactivates due to missed payments or lack of renewal.

Timely Payments and Correspondence

- Matt & Co. will not be liable for site downtime if it involves a lack of communication on the Client's part for needed feedback or approval, OR for missed payments on the Client's end. (See Payments, Billing, & Cancellations below)
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Billing & Cancellations

Billing terms are as follows:

- Hosting terms begin on the day of payment and end 1 year afterward. See your receipt for the exact start and end dates.
- **For One-Time Payments:** within the last month of the hosting term, the Host will reach out to the Client concerning renewal of the Hosting services. The Client may renew by signing another hosting agreement and making another payment. The Client may also choose to end the hosting at that time (**See Cancellations below**)
- **For Monthly Payments:** After the first payment, each monthly payment will be due on the 1st of each month, covering the cost of hosting for that month. Payments are due within the first 2 weeks of the month. Payments made after 2 weeks are charged a \$10 late fee. Failure to pay after 1 month will result in the site being take down, after which all outstanding payments and late payments must be made for the site to be restored.
- All Payments are non-refundable.

Cancellations:

- The Client may cancel hosting services at any time, but must make the request in writing (preferably by email).
- Hosting services will terminate **1 month** after the request to cancel has been received. The Client will receive a backup of the site's files well beforehand, and must make their own arrangements to acquire a new host and setup the site on the new server. After one month, the account will close, the site will be taken offline, and any remaining backups on the Host's side will be deleted.
- **For Monthly payers: All outstanding payments will be due at the time the cancellation request is made.** If the request is made within the latter half of the month (for example, April 15th - 31st) payment for the next month must be made in addition to any other outstanding payments. This covers hosting services for the following month while the Host makes preparations to backup files and close the account.

Copyrights & Ownership

As the Client, you own all the assets of your website, including text and imagery, unless they belong to someone else. Matt & Co. and its hosting partners own the server on which your website is housed, and license space on it to you for the use of this website only.

Legal

Limitation of Liability; Damages

Matt & Co.'s SOLE LIABILITY TO CLIENT FOR ANY LOSS, LIABILITY OR DAMAGE, INCLUDING ATTORNEY'S FEES, FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY EXHIBIT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO CLIENT'S ACTUAL DIRECT OUT- OF-POCKET EXPENSES WHICH ARE REASONABLY INCURRED BY CLIENT AND SHALL NOT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID TO Matt & Co. BY CLIENT UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. IN NO EVENT SHALL Matt & Co. BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR LOST PROFITS, LOST DATA, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.

Indemnification

Each party (the "Indemnifying Party") agrees to indemnify, defend and forever hold harmless the other, and any of its parent and affiliated companies, and the present and former officers, members, shareholders, directors, employees, representatives, attorneys, insurers and agents of any of these, and their successors, heirs and assigns (each, an "Indemnified Party") from and against any and all losses liabilities, claims, costs, damages and expenses (including reasonable attorneys' fees, disbursements and administrative or court costs) that (i) arise directly or indirectly out of any breach or alleged breach of its representations and warranties under this Agreement, or (ii) are the result of its willful misconduct. The indemnified party shall promptly provide the indemnifying party with written notice of any claim which it believes falls within the scope of this paragraph and shall cooperate with indemnifying party in the investigation and defense of the same. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and that any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

Force Majeure

Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, or communications system or any other or similar cause beyond that party's reasonable control.

Signatures

Our signatures below indicate that both parties have read and agree to the standards laid out in this agreement:

Designer:

Sign Here:



Print Here: Matthew G Martin IV

Date: 3/28/2021

Client:

Sign Here: _____

Print Here: _____

Date: _____

Both parties should keep a copy for their records.