



Matt & Co. Hosting Agreement

For _____

Website: _____

Dated: _____

Overview

Matt & Co. (The Host) agrees to host the website for _____ (The Client), 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 with Matt & Co., see this [webpage](#).

Payment Terms:

- **A 1-time payment of _____ for one year**
- **Payment Methods:** Direct Deposit, Zelle, Venmo, CashApp, or mailed check.
- For more billing and cancellation terms, see “Billing & Cancellations” below.

Service Details & Host Duties

Unlimited Website & Email Bandwidth & Storage

- Matt & Co. places no limits on storage or bandwidth for the Client’s website and mailboxes. That said, Matt & Co. reserves the right to optimize the assets of the Client’s website periodically, removing unneeded files 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 on any server, Matt & Co. will monitor the site’s performance and address uptime issues promptly.
- The client understands that the website may go down for 1-2 minutes whenever required server maintenance is needed, normally taking place during low traffic times.

Regular Site Plugin & Core Updates

- Matt & Co. will ensure the software and plugins required to run the website 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 setting.

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 Thursday from 9AM to 5PM, though emergency requests may be handled outside of those hours.
- The Client understands, however, that requests for design revisions and additional site features are considered separate from the included Tech Support. Design changes as such will be charged at an hourly rate of **\$60/hour, with a \$60 minimum**, and billed upon completion.

Client Responsibilities

Domain Name Ownership

- The Client should maintain ownership of their domain name(s). 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 payment is received, and end 1 year afterward.
- **Renewal 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 making another payment, or choose to end the hosting at that time (**See Cancellations below**)
- 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 set up 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.
- If needed, Matt & Co. will gladly assist in setting up the site on the Client's new host, at an hourly rate of **\$60/hour**. Costs vary depending on the size of the site.

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:

Client:

Sign Here:

Print Here:

Date:

Both parties should keep a copy for their records.