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## Up & Running Computer Services WEB RETAINER AGREEMENT

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This Agreement is made effective as of February 4, 2001, by and between **Up & Running Computer Services** of *PO Box 3155, Bloomington, IL 61702-3155* and **Your Business Name.**, of *Your Business Address*.

In this Agreement, the party who is contracting to receive services shall be referred to as "**YOUR BUSINESS NAME**", and the party who will be providing the services shall be referred to as "**Up & Running**". Up & Running has a background in Web Design, Web Development, Web Promotion and Graphics related services and is willing to provide services to YOUR BUSINESS NAME based on this background. YOUR BUSINESS NAME desires to have services provided by Up & Running. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on February 4, 2001 Up & Running will provide the following services, (collectively the "Services"): **Twenty (20) hours of service.**

The following is a **complete list of services** that YOUR BUSINESS NAME can ask Up & Running to perform;

Web Site Administration or Maintenance , Web Related or Graphics Software Training (Individual and Classroom), Digital Photography and Imaging or Scanning ,Internet Research ,Web Backup, Message Boards, Email Monitoring and Marketing and Promotion of the Web Site

The only services that Up & Running provides that **are not** covered under this agreement are initial web development, advanced web programming like Flash, e-commerce, Java, Perl and CGI-scripting, database creation and setup and some special long term based projects.

2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Up & Running shall be determined by Up & Running. YOUR BUSINESS NAME **must contact** Up & Running **to arrange for the scheduling of appointments** so as to enable Up & Running to reasonably fulfill their obligations under this Agreement. YOUR BUSINESS NAME will forfeit the remaining hours if they are not used within the contracted term.
3. **PAYMENT.** YOUR BUSINESS NAME will pay a fee to Up & Running of **\$850.00** for the Services. This fee shall be payable in full at the signing of this contract.
4. **EXPENSE REIMBURSEMENT.** Up & Running shall be entitled to reimbursement from YOUR BUSINESS NAME for the following "out-of-pocket" expenses:- approved and requested travel expenses- approved and requested postage- approved and requested copying- approved and requested software and hardware
5. **SUPPORT SERVICES.** YOUR BUSINESS NAME will not provide support services, including office space and secretarial services, for the benefit of Up & Running.
6. **OUTSIDE CONTRACTORS\CONSULTANTS.** YOUR BUSINESS NAME recognizes that computer consulting involves a wide range of skills and degrees of expertise and that there may be times that an outside consultant\contractor will need to be called in to fix a computer related problem when the scope or severity exceed the time or abilities of Up & Running Computer Services staff. Contacting an outside contractor\consultant will be done solely by YOUR BUSINESS NAME. Up & Running Computer Services will if possible make recommendations or referrals but the hiring is to be done by YOUR BUSINESS NAME only. Up & Running 's Services is not responsible for the added cost or the standard of work done by any outside consultant\contractor. The need for an outside consultant\contractor does not change the terms or validity of this contract Nor does it dismiss the charges incurred by the YOUR BUSINESS NAME for Up & Running Computer Services in working on the problem prior to the transfer to an outside contractor\consultant.
7. **TERM\TERMINATION.** This Agreement shall be effective for a period of **twelve (12) months , or when the twenty (20) hours have been used, whichever comes first.** This agreement \_\_\_\_\_ **shall not** automatically renew for successive terms of the same duration.  
\_\_\_\_\_ **shall** automatically renew for successive terms of the same duration. unless either party submits in writing within contract period a letter of termination.

8. **RELATIONSHIP OF PARTIES.** It is understood by the parties that **Up & Running is an independent contractor** with respect to YOUR BUSINESS NAME, and not an employee of YOUR BUSINESS NAME. YOUR BUSINESS NAME will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Up & Running.
9. **EMPLOYEES.** Up & Running 's employees, if any, who perform services for YOUR BUSINESS NAME under this Agreement shall also be bound by the provisions of this Agreement.
10. **INDEMNIFICATION.** YOUR BUSINESS NAME agrees to indemnify and hold Up & Running harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against YOUR BUSINESS NAME that result from the acts or omissions of Up & Running, Up & Running 's employees, if any, and Up & Running 's agents with regard to computer related services.
11. **CONFIDENTIALITY.** Up & Running recognizes that YOUR BUSINESS NAME has and will have the following information: products, prices, costs, discounts, future plans, business affairs, trade secrets, technical information, customer lists and other proprietary information (collectively, "Information") which are valuable, special and unique assets of YOUR BUSINESS NAME.  
Up & Running agrees that Up & Running will not at any time or in any manner, either directly or indirectly, use any Information for Up & Running 's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of YOUR BUSINESS NAME. Up & Running will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
12. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.
13. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as shown above. Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
14. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
15. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
16. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
18. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

**Up & Running Computer Services**

By: \_\_\_\_\_ Title: \_\_\_\_\_

**YOUR BUSINESS NAME**

By: \_\_\_\_\_ Title: \_\_\_\_\_