

Date: _____

800 Number: _____

Company Name: _____

E-Mail: _____

Your Name: _____

Computer (PC or Mac) _____

Address 1: _____

Word Processing Program: _____

Address 2: _____

Graphic Programs: _____

City, State, Zip: _____

Hardware: _____

Day Phone: _____

Computer Skill Level _____

Evening Phone: _____

Do you use the internet? _____

Fax: _____

Browser name/version _____

ISP (AOL, Juno, GTE) _____

ORDER BLANK INFORMATION:

Different name: _____

Different Address: _____

Different City, St, Zip _____

Different Phone: _____

Credit Cards/PayPal Accepted _____

State Sales Tax %: _____

Other special items: _____

Please include the following on my order form:

- Name as above
- Company name only
- Address as above
- Different address
- My day phone
- My evening phone
- Different phone
- Class List
- Fax number
- 800 number
- Postage chart (enclosed with contract)
- Return policies
- Credit Card information
- State Sales Tax

DEFINITION OF TERMS:

Needle Artworks, Inc. (hereinafter referred to as NAI) A corporation which owns and operates the www.needleartworks.com web site.

Web Site Participants (hereinafter referred to as WSP) Independent contractors (designers, teachers, shops, etc.) that utilize the NAI web site to sell products and services directly to the customers (Web Site Customers).

Web Site Customers (hereinafter referred to as WSC) The customers who purchase products and services from WSP utilizing the NAI web site.

TERMS:

NAI will install and maintain the items of _____ (hereafter referred to as the WSP) for a one year period beginning* _____ and ending _____ for a fee of \$ _____, plus a \$ _____ set-up fee. Quarterly the WSP may request minor text changes (less than 200K) to his/her web pages at no cost. Major changes are changes in the photo or text that are greater than 200K at a cost \$10/1000K.

This contract is renewable yearly. Renewals are due 30 days prior to the anniversary date of this contract by receipt of payment to NAI of the renewal fee for the next twelve (12) months.

* Yearly fees begin the earlier of (a) 30 days from the original receipt of electronic materials for web site inclusion or (b) the date the web pages of the WSP are available for viewing at the NAI web site.

EXTRA SERVICES:

Additional Patterns/Projects:

Additional patterns/projects will be added to the WSP's pages at a cost of \$10/pattern. Changes exceeding the minimum allowance of 200K will be billed quarterly at a cost of \$10/1000K. Additional graphic and/or text scanning; optimized images; cyber class documentation; and pattern illustrations and/or instructions formatting will be invoiced at the completion of the task according to the fee schedule set forth below.

The WSP has submitted:

- _____ pages to be scanned as graphics at \$5.00 per 8½" x 11" page for a total cost of \$_____.
- _____ pages to be scanned as text at \$6.00 per 8½" x 11" page for a total cost of \$_____.
- _____ photographs, negatives, slides, or electronic files to be optimized at \$5.00 per image for a total cost of \$_____.
- _____ pages of cyber class documents at \$6.00 per page per year for the greater of \$60.00 or \$_____.
- _____ projects and/or designs for a total cost of \$_____.
- _____ pages of pattern illustrations and/or instructions for formatting at \$20.00/hour for a total cost of \$_____.

COPYRIGHTED WEB PAGES:

NAI agrees that all text and photos provided to NAI by the WSP are the property of the WSP and may be used at any time on any web site or other media at the sole discretion of the WSP. The WSP agrees that all photographs taken by NAI personnel for use on the NAI web site are the exclusive property of NAI and cannot be used for any reason whatsoever without the prior written consent of NAI, except on the NAI web site.

WSP acknowledges and agrees that the formatting of the web pages is the copyrighted property of NAI and cannot be reproduced in part or in whole without the express written consent of NAI. This includes, but is not limited to, using the formatted web pages on any other web site or for any other media.

LIABILITY DISCLAIMERS:

WSCs will correspond directly to the WSP who is responsible for timely delivery of orders. The WSP agrees to ship all orders within five (5) working days of order payment from the WSC. NAI is designed as a network to connect WSCs with WSPs and assumes no liability for nonpayments by the WSC. Returns shall be at the discretion of the WSP. The WSP agrees he/she shall be responsible for handling all questions, complaints and inquiries regarding his/her products and/or classes.

WEB SITE DISCLAIMERS:

1. NAI believes it has selected the best service provider available and assumes no liability for those periods in which the server is inaccessible or unavailable due to malfunctioning or technical problems which are experienced by the service provider.
2. NAI assumes no liability for typos or misprints after the WSP has given NAI written approval that the contents of the WSP web pages on the NAI web site are acceptable.
3. NAI assumes no responsibility for the electronic or mechanical reproduction of any materials contained on the NAI web site or the reproduction of any materials sold by the WSP. Copyrighting issues are the sole responsibility of the WSP. NAI assumes no responsibility in the event of a copyright infringement.
4. NAI will not sell or distribute information relating to the WSP or the WSC and assumes no responsibility for unsolicited communications which may result from the inclusion in or use of the NAI web site.
5. WSPs should own and use virus software and scan all files before downloading these files from the NAI web site. NAI assumes no liability regarding virus infections or the download of viruses from the NAI web site.

Date: _____

Date: _____

Web Site Participant

Jennifer Ashley Taylor