

Healthy Practices, Inc.
1241 Quarry Lane, Suite 115A
Pleasanton, California 94566

o. 925.417.7042
f. 925.417.7046
info@healthypractices.com
healthypractices.com

**Healthy Practices™, Inc. Services Agreement
Customized Professional Websites**

Customer Name _____
Address _____
City, State, Zip _____
Email _____ Phone _____ Fax _____

Healthy Practices™, Inc., hereinafter referred to as "HPI", offers customized professional websites and associated options. For list of options, please refer to HPI price sheet.

Requested website name for top graphic (ie Miller Family Chiropractic) _____

Please select one:

- 1. Requested sub-domain web address: _____ .healthypractices.com
Sample: Given example above, suggested web address would be: millerfamilychiropractic.healthypractices.com
- 2. Requested dedicated domain web address: www. _____ .com
Sample: Given example above, suggested web address would be: www.millerfamilychiropractic.com
- 3. I want to transfer the following web address: www. _____

Note: Additional fee required for dedicated or transferred web address. No additional fee for sub-domain address. Please review HPI price sheet for more details.

I. Annual or Monthly Fees

- a) Please refer to HPI Price Sheet & Credit Authorization Form for list of current fees.
- b) If paying by check, all fees must be paid in full and in advance.
- c) If paying by credit card, member agrees to keep a current and valid credit card on file with *Healthy Practices™*, Inc. at all times for the payment of any required fees as outlined in HPI Rate Card. If fees are not paid when due, a late fee of \$10 each month will be assessed. Two consecutive non-payment months will result in termination of services and all fees remaining will become due and payable immediately. Member also agrees to reimburse HPI for any and all collection and legal fees incurred by HPI associated with any required collection activities.
- d) Fees will remain unchanged during initial 12-month period of this contract, after which any fee increase will not exceed 10% per annum.

II. HPI Rights and Responsibilities

HPI will provide services and support of website for a minimum period of one year including the creation and operation of website.

HPI will create website and make it publicly available within 15 business days from the receipt of all necessary information and payment of any required fees. HPI retains all copyrights to website designs and HPI supplied content.

III. Termination

Agreement extends for a minimum of one year from date of website launch. Either HPI or Customer may terminate agreement at any time following the initial 12-month period by providing a minimum 60 days written notice of intent to terminate. If member fails to comply with terms of this Agreement, HPI may sever some or all services at its option.

IV. Customer Rights and Responsibilities

Customer will have the right to operate website produced by HPI as long as all applicable fees remain current. Customer's name and/or logo will be prominently displayed on all pages of said website and in all broadcasts of the e mail newsletter if that feature has been selected.

If email newsletter features are selected, customer agrees that inappropriate advertising methods are not acceptable for *Healthy Practices*TM, Inc. website, including the use of bulk unsolicited email (spam) or the submission of email addresses to HPI where no prior relationship exists. Customer will not be provided direct access to the email list or the server hosting the website.

This Agreement is entered into and shall be construed in accordance with the laws of the State of California. Member and *Healthy Practices*TM, Inc. agree that the sole venue and jurisdiction for any disputes related to this Agreement shall be the State of California or the federal court that has jurisdiction in Pleasanton, California. This Agreement, together with Attachment A, constitutes the entire agreement between Member and *Healthy Practices*TM, Inc. Any promises, representations, offers or other communications not expressly set forth in this Agreement are of no force or effect.

AGREED:

Member	
_____	_____
Signature	Date
_____	_____
Print Name	Title

Healthy PracticesTM, Inc.	
_____	_____
Signature	Date
_____	_____
Print Name	Title
Please sign and fax copy of form to 925.417.7046	