

City Heights Business Association Website Maintenance Agreement

December 1, 2022

1. Parties. This services Agreement ("Agreement") is between **City Heights Business Association** ("Client") and Minimal Chaos Web Design & Communication ("Minimal Chaos").
2. Conditions. Minimal Chaos will not provide any services until Client signs this Agreement and makes an initial payment .
 - 2.1. If Client does not sign this Agreement and make a payment within 30 days of the date of this Agreement, this Agreement is canceled and Minimal Chaos will not provide any services.
3. Scope of Services. The Minimal Chaos will provide website maintenance services for **<https://cityheightsba.org/>**.
 - 3.1. Website maintenance includes:
 - 3.1.1. Applying and testing all WordPress software updates for the Client's website.
 - 3.1.2. Monitoring email for daily virus scans for malware.
 - 3.1.3. Monitoring email for website downtime of more than 15 minutes.
 - 3.1.4. Performance optimization to ensure that Client's website loads as quickly as possible for visitors.
 - 3.1.5. Cleaning and restoring if the Client's site is ever hacked or infected with malware.
 - 3.1.6. Storing a backup copy of the Client's website safely in Minimal Chaos' Amazon S3 cloud.
 - 1.1. Additional support time. This includes one (1) hour of support time for a 40% discounted rate. This time can be used for training, consultation, content updates, or other updates outside the scope of website maintenance. This time does not rollover month-to-month.
- 3.2. A separate written agreement is required for any Services not described in this Agreement.
4. Monthly Fees. Client agrees to pay a monthly fee of **\$155**.
 - 4.1. Minimal Chaos will send the Client a payment invoice, which includes the option to

provide a Payment Method stored by a third-party payment processor or pay by check.

4.1.1. The Client authorizes Minimal Chaos to automatically charge the Payment Method monthly beginning on the date of this Agreement, if this option is selected.

4.2. The Website Maintenance plan is month-to-month.

4.3. Minimal Chaos will bill the Client the Monthly Fee monthly for all work covered by this Agreement in the previous month until either the Client or Minimal Chaos cancels the Agreement.

4.4. The Client may cancel this agreement by emailing: evan@minimalchaosweb.com before the next billing cycle begins.

4.5. Refunds for cancellations done after the beginning of a billing cycle are at Minimal Chaos's discretion.

5. Client Warranties.

5.1. Intellectual Property. Client warrants that its elements of text, graphics, photos, designs, trademarks, or other artwork furnished for inclusion in web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements.

5.2. Indemnification. To the fullest extent allowed by law Client will indemnify Minimal Chaos for any loss arising from Client's breach of this warranty.

6. Confidential Information. Unless disclosure is required by law, Minimal Chaos agrees to keep Confidential any information Client identifies in writing as Confidential.

7. Disclaimers. Minimal Chaos disclaims any warranty and liability for the following:

7.1. The website's accessibility under the Americans with Disabilities Act (ADA) or state law.

7.2. Search engine optimization or search engine listing results.

7.3. Any downtime on the website caused by factors beyond the control of Minimal Chaos.

8. Limitation of Liability. ****Important Read This It Limits the Minimal Chaos's Liability**** The Client's only remedy if Minimal Chaos fails to perform or the website does not properly function is a correction of the issue.

8.1. If the issue cannot be corrected, Minimal Chaos will refund the Client's fees for the portion of the work not done or not properly functioning.

9. Notices. All notices must be in writing by email to the addresses below.

Minimal Chaos - evan@minimalchaosweb.com
Enrique Gandarilla - enriqueg@cityheightsba.org

10. Cancellation.

- 10.1. Minimal Chaos may cancel this Agreement for the following reasons:
 - 10.1.1. If Client fails to pay invoice within 45 days.
 - 10.1.2. If Client does not respond to communications within 30 days.
- 10.2. The Client may cancel this Agreement for any reason, however refunds for unused time will not be issued.
11. Choice of Law. California law governs this Agreement.
12. Choice of Venue. The Parties agree to bring any action arising out of this Agreement in San Diego County, California.
13. Negotiation Required before Mediation. Before invoking mediation, a Party will serve on the other Party to the Agreement written notice of the claim.
 - 13.1. The notice must include the amount claimed, the basis for the claim, and supporting documents.
 - 13.2. No more than 21 days after service, the responding Party will serve on the other Party a written response including the basis for its position and supporting documents.
 - 13.3. No more than 21 days after the response is served, the parties will meet to resolve the claim.
 - 13.3.1. The written claim notice and response and the documents produced are admissible in any later proceeding.
 - 13.3.2. The discussions at the negotiation are not admissible in any later proceeding.
14. Mediation Required. If negotiation cannot resolve the claim, the parties will take part in mediation before filing a lawsuit.
 - 14.1. No more than 21 days after the end of the negotiation process, the parties will supply a list of 3 mediators.
 - 14.2. No more than 21 days after the parties exchange lists, they will choose a mediator and an alternate.
 - 14.3. The mediation will be in San Diego County, California.
 - 14.4. Unless prohibited by law, the parties will each pay half of the cost of mediation.
 - 14.5. All communications, negotiations, or settlement offers during mediation must remain confidential.
 - 14.5.1. Statements made and writings prepared for mediation are not admissible or subject to discovery or compelled disclosure in noncriminal proceedings.
 - 14.5.2. The mediator's report, opinion, recommendation, or finding of what occurred in a mediation may not be submitted to or considered by a court

or another adjudicative body.

- 14.5.3. The mediator cannot testify in any later civil proceeding about any communication or conduct occurring at, or for a mediation.
15. Entire Agreement. This document is the whole Agreement. This Agreement replaces any previous writings or discussions. The Parties must agree to any changes in writing.
16. Severability. If any part of the Agreement is unenforceable, the rest of the Agreement remains enforceable so long as the essential terms of the Agreement remain valid.

Eurique Gaudarilla

Signature Certificate

Reference number: AGFQW-5JXTB-EMDDK-KFKML

Signer

Timestamp

Signature

Enrique Gandarilla

Email: enriqueg@cityheightsba.org
Shared via link

Sent: 01 Dec 2022 22:20:44 UTC
Viewed: 02 Dec 2022 14:59:04 UTC
Signed: 02 Dec 2022 15:01:29 UTC

Enrique Gandarilla

IP address: 107.122.173.110
Location: Phoenix, United States

Document completed by all parties on:

02 Dec 2022 15:01:29 UTC

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