

Contract for:

- Cadillac Websites™ Template,
 - Web Hosting and/or
 - Domain Leasing
-

Term of Lease is for a period of one-year from this date::

Client Website:

Web Server Hosting Fee: \$119.40/year (\$9.95/mo paid yearly in advance)

Domain name leased:

Domain name lease fee:

___ FALL SPECIAL #1 - 2 Domains (except call cat) for \$100 both first year/ \$100 each/year - 3 years.

___ FALL SPECIAL #2 - Business setup 3 pages, style, one year host, one domain lease - all for \$375 once, hosting and domain after that (domain price \$100/yr for 3 years).

Template Fee: FREE - FREE - FREE

Yearly template upgrade fee: \$50.00

Email accounts (applies to domains): up to 5 FREE / after that \$10 each set of 1 to 5

By contracting to use our services and/or template, you agree to the following terms and conditions:

1. Client (you) agree to accept any modified terms in the future. The updated terms and conditions and our privacy policy will always be posted at BuyCadillac.com and/or CougarGulch.com.
2. If this contract includes the Cadillac Websites™ template, the software is and remains the property of Cougar Gulch Group, LLC. (us, we, our) and is only available on our hosted servers.
3. If this contract includes leasing a domain name from us, you waive any and all claims to ownership, equity interest or any other rights to the domain name; you agree this is absolute, regardless any and all legal theories. If an offer to purchase is made for the domain from an outside party, you will be given the first right of refusal. You will be notified, in writing, of the pending offer to purchase. After that, you will have five working days to submit, in writing, a bonafide, matching offer, or an offer acceptable to both parties. You will have thirty days to close on that offer, unless extended by both parties. If however, you are unable to make an acceptable offer, you will be allowed to complete the term of your lease. If this is not acceptable to the third party purchaser, you will be refunded the entire one-year lease that has been paid, providing your account is current. You agree this satisfies the full extent of your claim, if the domain is sold and the purchaser requires that you terminate your lease.
4. You agree not to post unauthorized copyrighted material, pornography, smut, vulgarity, gambling or links to any of these, on your website. You also agree not to send emails from this site or domain in violation of this section. You shall not engage in any activities involving copyright infringement, pornography, smut, vulgarity, gambling or any such related activities.
5. If you sell anything on or through this site, you agree to perform as contracted and render any and every product or service paid for by any other individual or organization. You further agree to hold us harmless against any and all claims or demands for misrepresentation, damages, loss of income, etc.

client initials: _____

6. You agree to uphold our posted privacy policies and to protect your visitors' and clients' confidentiality. You further agree to hold us harmless from any and all claims or demands from third parties for any violation on your behalf.
7. You agree to use our services at your own risk. Our services are provided without warranty of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law.
8. If you terminate for any reason before the term of the contract, you agree one-half of all paid fees are not refundable and the balance is refundable on a strictly pro-rata basis.
9. If the server is down for any time, extended or short, or if we are unable to continue this service for any reason, with or without notice, you agree to waive all claims. If the server down time is extended, not including termination, rates may be adjusted on a strictly pro-rata basis. Historically, our servers are up 99.9% of the time.
10. You agree to hold us, our officers, our agents, our heirs, our assigns and anyone else who holds a property or economic interest in our business, harmless from any and all claims or demands made by any third party in connection with your activities on your site, or the use of our services.
11. If you are in violation of any of the terms of this contract, we reserve the right to suspend or remove your site, with or without notice. If your site is suspended or removed, you agree to waive all rights to refunds and you also agree not to sue for any claim or demand including loss of income.
12. Both parties agree to waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes, but is not limited to, expenses related to loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
13. Both parties agree that fax transmittals, emails and such constitute notifications in writing and further agree that all fax transmittals of signed documents shall have the same force and effect as original documents.
14. Our failure to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision.
15. If any provision of the Terms and Conditions of Use is determined by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court shall endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions of Use shall remain in full force and effect.

Customer Signed/dated:

Cougar Gulch Group, LLC Signed/dated: