

Aging Safely, Inc. "Web Services" Agreement



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"Web Services" Agreement

This Agreement is entered into between Aging Safely, Inc., a Washington corporation ("Aging Safely") and _____, who shall be referred to herein as "Customer." (**Note: Fill in name of owner of AFH(s) – A Company or Person.** This MUST also be on the signature page.)

Recitals

Whereas, Aging Safely maintains an adult family home referral business and, as part of that business, will list adult family homes on the Internet; and

Whereas, Aging Safely will provide the internet listing of the adult family homes as a separate and distinct part of its overall business; and

Whereas, Customer wants to be listed on the Aging Safely web site(s) and acknowledges that the services rendered pursuant to this Agreement consist solely of the internet listing of adult family homes and does not include other services that may be provided by Aging Safely.

Now, therefore, it is agreed as follows:

1. Services Provided by Aging Safely. Aging Safely will create, establish and maintain a web presents for Customer's adult family home. The Customer web presents will be accessible through the Aging Safely web site. Customer agrees and acknowledges that the services to be rendered under this Agreement consist solely of the Internet listing service and do not include other services rendered to other clients and customers of Aging Safely.

2. Payment for Services.

2.1 Set-up Fee. Customer shall pay an initial set-up fee to Aging Safely upon execution of this Agreement. This fee shall compensate Aging Safely for the cost of listing Customer on the Aging Safely website. This fee shall be non-refundable.

2.2 Yearly / Quarterly Services Fee. Customer shall pay a yearly or quarterly services fee. This fee shall be paid upon execution of this Agreement.

3. Term of Agreement. This Agreement shall commence on the first day of the month following execution of this Agreement and continue for one year, or one quarter. At the end of the initial period, and at the end of each following period, this Agreement shall be automatically renewed for an additional year unless written notice of termination is given by either party to the other party at least thirty (30) days prior to the end of the year term.

4. Cancellation of Agreement - Customer. The Customer may cancel this Agreement at any time. To cancel this Agreement, Customer must give written notice of cancellation to Aging Safely. The cancellation shall be effective on the first day of the calendar month following the month in which the notice is given. Upon cancellation, the Customer shall receive a partial refund

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of Customer's Service Fee pro-rated on a monthly basis. Customer will not receive a refund of any portion of the Set-up Fee.

5. Cancellation of Agreement – Aging Safely. Aging Safely may cancel this Agreement at any time. To cancel this Agreement, Aging Safely must give written notice of cancellation to Customer. The cancellation shall be effective immediately upon giving the notice of cancellation, or on the first day of the following calendar month, at the option of Aging Safely. Upon cancellation, the Customer shall receive a partial refund of Customer's Service Fee pro-rated on a monthly basis. Customer will not receive a refund of any portion of the Set-up Fee. If the customer is behind on their payments then 30-day notice isn't required for Aging Safely to cancel.

6. Representations and Warranties by Customer. Customer represents and warrants to Aging Safely:

6.1 Customer is properly licensed as an Adult Family Home in the State of Washington.

6.2 Customer will at all times maintain the proper licenses to act, and continue to act, as an Adult Family Home in the State of Washington.

6.3 Customer will immediately notify Aging Safely of any disciplinary action taken by the State of Washington relating to Customer's Adult Family Home.

6.4 Customer will immediately notify Aging Safely in the event that Customer sells the Adult Family Home that is listed pursuant to this Agreement.

6.5 Customer will immediately notify Aging Safely in the event that Customer loses Customer's license to operate an Adult Family Home, or it is modified in any way, or in the event that any professional license maintained by the staff of the Adult Family Home is lost, or modified in any way.

6.6 Customer will obtain photo and video releases from all persons, or their legal representatives, before submitting a photograph or video to Aging Safely to be placed on a Customer's web listing or the Aging Safely web site, or before directly placing a photograph or video on the Customer's web listing or the Aging Safely web site, or on any web site operated by Aging Safely. Upon request, Customer shall provide Aging Safely with copies of photo releases. Aging Safely may provide Customer with a form of photo and video release to be used with regard to photographs and video to be placed on the Aging Safely web site(s).

6.7 Customer acknowledges that all text and any photos taken by Aging Safely displayed on the web-site are covered by copyrights held by Aging Safely Inc. and that the customer has a non-exclusive use license only for the period that they are paying customers. The customer must own the copyrights for any photos that they provide, and are responsible for any copyright infringement.

6.8 Customer acknowledges that they must provide Aging Safely with accurate vacancy information via email when the vacancy status changes. They must also respond to Aging Safely's email request for this information.

6.9 Customer acknowledges receipt of the document entitled "Terms and Conditions of Use," which document is incorporated by this reference. That document contains substantial detail regarding use of the Aging Safely web site(s). Customer agrees to comply with the Terms of Use.

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7. Warranty. Aging Safely shall provide the services called for under this Agreement in a commercially reasonable manner. Aging Safely shall not be liable for any consequential or incidental damages, or lost profits, and it is agreed that this restriction on the warranty given was a factor in setting the price of the services under this Agreement. The parties have agreed on a limitation on damages under this Agreement, which limitation is the cost of one (1) year of the Yearly Services Fee as paid by Customer. This limitation of damages has been specifically negotiated and was a factor in setting the price charged for services under this Agreement.

8. Default. In the event of a default or dispute by either party, the default or dispute shall be handled by arbitration as set forth in Section 9.5.

9. Miscellaneous.

9.1 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and the venue for any dispute shall be Snohomish County, Washington.

9.2 Relationship of Parties. The relationship between Aging Safely and Customer is solely that of an independent contractor. Nothing in this Agreement will constitute either party as the agent, employee or legal representative of the other party for any purpose whatsoever; nor will either party hold itself out as such. Neither party will have any authority to bind or commit the other party in any manner or for any purpose but rather will act and conduct itself in all respects as an independent contractor. This Agreement creates no relationship of joint ventures, partners, associates, or principal and agent between the parties.

9.3 Modification of Agreement. This Agreement may not be modified in whole or in part except by a document in writing executed by all parties hereto.

9.4 Arbitration. Any dispute arising under this Agreement shall be decided by arbitration in Seattle, Washington. The matter in dispute shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, then the matter in dispute shall be referred to three (3) persons, one appointed by each of the parties hereto, and the third by the two so chosen; their decision and that of any two of them, shall be final, and judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be administered by the rules of the American Arbitration Association.

9.5 Attorney Fees and Costs. If either party breaches this Agreement and any action at law or in equity is commenced by the other party with respect thereto, the other party shall be entitled to reasonable attorney's fees and expenses in addition to any other relief to which it may be entitled.

9.6 Force Majeure. If any party to this Agreement shall be prevented or delayed from performing any of the obligations on its part to be performed hereunder or from exercising any of its rights hereunder by reason of acts of nature, strike or threat of strike, earthquake, fire, flood, interruption or delay in transportation or communication, war, insurrection or mob violence, requirement or regulation of government authority, unavoidable casualties, shortage of labor or equipment or material, plant breakdown, or any other disabling cause which is beyond the control of the party and which cannot be overcome by the party through the exercise of normal means at a reasonable expense, then in such event any such failure to perform shall not be deemed a breach of this Agreement and performance of said obligation shall be suspended during such period of disability and time for performance of such obligation shall be extended for a period equal to the period or periods of disability. The party whose performance is hindered by any such disabling cause shall promptly give notice of the

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occurrence of such cause, the manner in which it affects that party's performance, and the actions taken or proposed to be taken to remove such disability. The parties hereto hereby agree to use reasonable diligence to remove any such causes of disability as may occur from time to time.

9.7 Fee Schedule.

One-Time Setup Fee – First AFH = \$250. Additional AFH's = \$100 each.

Annual Fee – First AFH = \$450. Additional AFH's = \$270 each.

The annual fee may optionally billed on a quarterly basis.

Quarterly Fee - First AFH = \$125. Addition AFHs = \$75 each.

Discount for additional AFHs is good for 90 days from initial signup or licensing or additional AFH, which ever is later.

9.8 Notice and Delivery. All notices contemplated by this Agreement shall be in writing. Any notice or other documents contemplated by this Agreement shall be deemed sufficiently delivered if mailed by United States certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

If to Aging Safely: Dotti Snow, President

Aging Safely, Inc. 24227 Crystal Lake Place Woodinville, WA 98077

If to Customer: (**Note:** *Insert Address here - If blank the address of AFH is assumed*)

Delivery by mail shall be deemed effective and complete only when received by the party to whom such notice is directed, as evidenced by the return receipt.

10. Signatures. This Agreement may be signed in counterparts. A fax transmission or emailed "scan" of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

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Signature Page

This Agreement is entered into between Aging Safely, Inc., a Washington corporation ("Aging Safely") and _____, "Customer."

Effective Date. This Agreement shall be effective as of _____.
(Note: Filled in by Aging Safely, Inc.)

_____ **Dated:** _____
Customer Signature

Printed Name of Customer

AFH Name(s) _____

_____ **Dated:** _____
Signature of Authorized Representative of Aging Safely Inc.

Printed Name of Aging Safely Inc. Representative