



Connecticut Chiropractic Association

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www.CTChiro.com

**AGREEMENT TO BUILD A CONNECTICUT CHIROPRACTIC ASSOCIATION, INC.
MEMBER WEB SITE (“GOLDSITE”)**

This agreement is between the programmer (Titanium) and _____ .
Member

This agreement provides for the design, construction and posting of a larger mini-site within and without the site known as CTChiro.com

WHAT

The Primary objective of the work described in this document is to provide individual Connecticut Chiropractic Association, Inc. (CCA) members access to a cost-effective means of developing a “personal” web site that is in keeping with the professional and sophisticated look of the CCA web site.

To accomplish this objective the firm, under separate contract with the CCA, will develop five (5) “Goldsite” style templates that allow individual members, in good standing, to “build” their own site based upon one of these templates.

By agreeing to and abide by the terms in this agreement _____
Member

will have the right to choose one of the five (5) styles and one of the ten (10) color palettes, and to build their own individual web site by “populating” the site with their own headlines, copy and imagery.

As with the CTChiro.com site, Goldsites will be completely member-owner customized and member-owner maintained using a Content Management System (CMS).

At the discretion of the member, Goldsites will feature any combination of dedicated Home, Practice Philosophy, About Chiropractic, FAQ, Payment Information, Directions, Downloads, Testimonial and/or Office Hours including additional pages to be used at the member-owner’s discretion.

The CCA will provide telephone and/or email consultation to assist in the use of the CMS, train in the entering and editing of content, train in the uploading of pictures, train in the uploading of files for the downloads page, the addition of links and the use of the site options of the CMS. Support will be at no charge to the member-owner for a total of 60 consecutive business days. These 60-days as referenced will commence on the day the template is delivered.

Additional support beyond the initial 60-days will be at a rate of \$1.00 per minute with a minimum charge of 5 minutes per encounter.

HOW MUCH

The Connecticut Chiropractic Association, Inc will collect from the individual CCA member in good standing a one-time fee of \$1,600.00. The member will be responsible for their own hosting fees.

WORKING AGREEMENT

This agreement is effective as of _____ between the firm and for the project
Member
referred to as the CCA Member Goldsite.

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TERMS OF PAYMENT

The member will pay the Connecticut Chiropractic Association, Inc. for the services described in this agreement as follows:

- **½ of all one-time fees upon startup**
- **½ of all one-time fees 90-days from delivery of the Goldsite template or when the individual Goldsite is made “live” by the individual owner, whichever comes first.**
- All invoices are payable upon receipt.
- A service charge is payable on all overdue balances, calculated at the rate of 1.5% per month from thirty days after the due date of the invoice.
- All additional support charges shall be paid in full within thirty days of a Goldsite becoming “Live” for the first time. Any Goldsite owner with support charges that remain unpaid for more than thirty days from the due date of the invoice shall be subject to their Goldsite being suspended from “Live” access until such time as all fees are paid in full.
- A service charge is payable on all overdue balances, calculated at the rate of 1.5% per month from thirty days after the due date of the invoice.
- Fees are not to exceed budgeted costs as described in this agreement without the organization’s approval in writing.

CTCHIRO NOT A PARTY

The Connecticut Chiropractic Association, Inc is not a party to this contract and the member agrees to release, indemnify and hold harmless the CCA from any and all matters, claims, losses or damages directly or indirectly relating to this agreement.

INDEMNIFICATION

The member will indemnify, defend and hold the firm harmless from and against all claims brought forth by any party that its rights have been violated or infringed upon with respect to any materials provided by the client.

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INSTRUCTIONS OF THIRD PARTIES

The client specifically grants to the firm the right to act on the client’s behalf in giving instructions to any person or entity involved in the project, such as specialty programmers.

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RIGHTS

All services are provided by the firm under this agreement shall be for the exclusive use of the CCA and

_____ Member

OWNERSHIP

The firm will extend to the CCA all rights to use the final design throughout the world in perpetuity.

DISCLAIMER

It is required that each personal website utilizes a disclaimer clause similar to the following sample:

Usage of the site does not establish a doctor patient relationship. No user of this site should rely on it if they might need emergency treatment. You are strongly encouraged to consult with a chiropractor or other qualified healthcare professional for answers to your personal questions. The user assumes full responsibility for utilizing the information on this site and agrees that the chiropractor or chiropractic organization is not responsible or liable for any claims, loss or damage resulting from its use by you or any other user.

APPLICABLE LAW

The law of the Commonwealth of Connecticut will govern this Agreement.

SIGNATURES

This agreement is entered between the firm and _____
Member Printed Name

On _____
DATE

Member Signature: _____ Date: _____

Firm's Signature: _____ Date: _____



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CONNECTICUT CHIROPRACTIC ASSOCIATION, INC AUTHORIZATION

The CCA reserves the right to withhold its affiliation with any website which in its opinion, contains language or representations that are false, misleading, distasteful, offensive, or otherwise inappropriate or disparaging to the chiropractic profession or the ethical standards of the CCA and under such circumstances and upon the request of the CCA, the member agrees to remove any reference to the CCA on its website, as well as any member who is no longer a member in good standing with the CCA, Inc or any other governing body.

The member acknowledges that the CCA website, known as CTChiro.com, is protected from unauthorized copying and dissemination by U.S. Copyright Law, Trademark Law and other intellectual property laws, and the member agrees that it will not utilize or authorize the use of such protected material without the prior written permission of the Connecticut Chiropractic Association, Inc.

Connecticut Chiropractic Association, Inc.

By Duly Authorized: _____ Date: _____

I _____ agree to the terms and conditions of the above described authorization

Member Signature: : _____ Date: _____