

Oasis Concepts, Inc. Web Site Assignment Terms

1. **Deposit** – All Assignment estimates require 50% deposit on Client acceptance before work may begin, unless otherwise noted. Refund of deposits due to cancellation is subject to terms outlined below.
2. **Time for Payment** – All invoices are payable NET-30 to Oasis Concepts, Inc. A 1% monthly service charge is payable on all overdue balances. The grant of any license, copyright or right to use is conditioned on the receipt of full payment.
3. **Default in Payment** – The Client shall assume responsibility for all collection of legal fees necessitated by default in payment assuming Oasis completes work as stated Assignment.
4. **Estimates** – The fees and expenses shown are minimum estimates only. Final fees and expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that exceed the original estimate by 10% or more. The estimate and hourly rates are applicable for 90 days from the date Assignment Estimate is issued, unless otherwise noted. After that time, projects under negotiation are subject to requote.
5. **Changes** – The Client shall be responsible for making additional payments for changes requested that are above and beyond the original Assignment Description. However, no additional payment shall be made for changes required to conform to the original assignment description. The Client shall offer Oasis the first opportunity to make any changes.
6. **Late Work** – Delays due to Client specified changes or increase in work scope shall extend the work period by a length agreed by Client and Oasis in writing. Client tardiness in providing content may delay the timely completion of the Assignment. In the event that all content has not been provided to Oasis by twenty (20) working days after the scheduled Project Delivery Date, Oasis will deliver the site with placeholder text and the full balance will be due, unless another agreement is reached between Oasis and Client. Following that, completion of the Assignment will be done on a discounted time-and-materials basis.
7. **Release of Rights** – By transferring the rights to the work performed under this Assignment Description, including but not limited to software, software code, and any other content, ideas, or copyrightable material, to the Client, Oasis assumes no legal responsibility for issues relating to the content or misuse of said content appearing on the Client Web site.
8. **Term of Agreement** – The duration of this agreement shall be determined by the agreed upon dates as stated in "Assignment Description" unless terminated as stated in paragraph nine.
9. **Termination** – This agreement may be terminated by either party by giving thirty (30) days written notice by registered mail to other party. In the event of termination, the ownership of all copyrights will be transferred to Client for work thus completed. Client will pay a percentage of the contract amount commensurate to the work delivered.
10. **Modifications** – Modifications of the agreement must be written. The invoice may include, and the Client shall pay, fees or expenses that were authorized by fax or e-mail, in order to progress promptly with the work.
11. **Arbitration** – Any disputes in excess of \$2,000 arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The non-prevailing party shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the prevailing party.
12. **Miscellaneous Provisions** – The rights herein granted are personal to the Client and shall not be transferred or assigned, in whole or in part, without prior written consent of Oasis.

This agreement shall be construed in accordance with the laws of the state of California. The Client hereby consents to submit to the personal jurisdiction of San Diego Court, San Diego County, California, and Federal Court of the United States for all purposes in connection with this Agreement.

13. **Acceptance of Terms** – The signature of both parties shall evidence acceptance of these terms.