

# BLACK ROCKET

## WEBSITE BUILD & HOSTING CLIENT AGREEMENT

Black Rocket | [vipsupport@theblackrocket.com](mailto:vipsupport@theblackrocket.com)

This Website Build & Hosting Client Agreement (the "Agreement") is entered into as of the Effective Date below between Black Rocket ("Provider") and the entity identified below ("Client"). The pages, features, and deliverables included in the project are identified in **Exhibit A** and incorporated into this Agreement.

### AGREEMENT INFORMATION

#### CLIENT LEGAL BUSINESS NAME

#### EFFECTIVE DATE

#### PROJECT FEE (\$)

#### PAYMENT TERMS

#### MONTHLY HOSTING FEE

Migration fee: \$250. Provider: Black Rocket •  
[vipsupport@theblackrocket.com](mailto:vipsupport@theblackrocket.com)

### 1. PROJECT SCOPE

Provider will create and configure the website described in Exhibit A (the "Project"). Unless Exhibit A states otherwise, the Project is a template-based informational website customized with Client's approved business information, branding, services, photographs, and authorized materials.

Anything not expressly listed in Exhibit A is out of scope, including new logo creation, custom photography, extensive original copywriting, e-commerce, memberships, booking systems, advanced integrations, paid advertising, additional pages, and custom functionality. Out-of-scope work requires Client's written approval of the additional fee and schedule before Provider must perform it.

### 2. RELATIONSHIP WITH HOME WATCH ACADEMY

Client may have been referred to Provider through Home Watch Academy. Home Watch Academy is not a party to this Agreement, website developer, hosting provider, or service provider. **Black Rocket is solely responsible for the services provided under this Agreement.** Nothing here creates a partnership, joint venture, agency, or shared contractual responsibility between Home Watch Academy and Provider, and Provider acquires no ownership interest in Home Watch Academy materials or programs.

### 3. RESPONSIBILITIES

Provider will build and configure the website consistent with Exhibit A, use Client Materials and authorized Home Watch Academy Materials as intended, deliver the primary draft within seven (7) calendar days of the Project Ready Date, and maintain the hosting service described in Section 6.

Client will provide accurate content, photographs, credentials, and account access, designate one decision-maker to consolidate feedback and approvals, respond to requests within seven (7) calendar days, pay all amounts when due, and promptly notify Provider of any change to Client's Home Watch Academy certification status. Client remains responsible for the accuracy and legality of Client-created or Client-requested business claims and for the services Client chooses to offer.

### 4. PROJECT READY DATE AND SEVEN-DAY DRAFT

The **Project Ready Date** is the date Provider confirms in writing that it has received: (1) this Agreement signed by both parties; (2) the required Project payment, cleared; (3) the completed website intake; and (4) the content, approvals, credentials, and access reasonably required to begin. The build period begins on the Project Ready Date, not the Effective Date.

Provider will deliver the primary website draft within seven (7) calendar days after the Project Ready Date, meaning the website in Exhibit A is substantially assembled and ready for review, not that all revisions are complete or that the site is launched. Target dates may move for Client-requested revisions, delayed

responses, missing materials, third-party outages, scope changes, or events outside Provider's reasonable control; Provider will communicate a revised target when practical.

### 5. REVISIONS, DELAYS, LAUNCH

The Project fee includes up to **three (3) revision rounds**. A revision round is one consolidated written list of changes from Client's decision-maker, submitted within seven (7) calendar days after receiving the applicable draft; piecemeal requests on the same draft may be consolidated and counted as one round. Revisions refine work already in scope and do not include new pages, new functionality, a new brand direction, substantial rewriting, or work required because Client supplied inaccurate information. Unused rounds expire at final approval and have no cash value.

If Client does not respond within seven (7) calendar days, Provider may pause the Project by written notice and delivery commitments are suspended until all outstanding items are received. If the Project remains inactive for thirty (30) consecutive days, Provider may administratively close it; amounts already paid are nonrefundable to the extent permitted by law, and restarting is subject to availability and any restart fee agreed in writing.

Client's written approval, or use of the launched website in the ordinary course, constitutes acceptance. Provider will make reasonable efforts to launch promptly after approval and payment of all amounts then due.

### 6. FEES, HOSTING, AND CANCELLATION

The Project fee and payment terms are stated above. Work begins after the Project Ready Date requirements are met. Fees are nonrefundable except where required by law.

Hosting is provided through Black Rocket at **\$59 per month**, month-to-month, beginning thirty (30) days after launch, and includes hosting, up to two (2) website content changes per calendar month, and website analytics on request up to once per month. A content change is a reasonable edit to existing content within the existing structure; it is not a new page, new functionality, redesign, or new integration. Unused changes do not roll over or carry cash value.

Provider controls the hosting environment and account while hosting is active, which does not change Client's ownership of Client Materials or deliverables. Client authorizes recurring collection of the hosting fee. Provider may change the hosting rate on thirty (30) days' written notice. If a hosting balance is thirty (30) days overdue, Provider may suspend the website until the account is current.

Either party may cancel hosting on at least thirty (30) days' written notice; fees remain due through the cancellation date. After cancellation, once the account is current, Client may request migration of the transferable website for a **\$250 migration fee**, completed within up to thirty (30) calendar days after Provider receives the fee and the destination hosting information. Migration covers technically transferable components only and remains subject to third-party platform and licensing restrictions.

### 7. INTELLECTUAL PROPERTY

**Client Materials.** Client retains ownership of its own logos, photographs, text, and business information and grants Provider a license to use them to build, host, maintain, and support the website.

**Home Watch Academy Materials.** Home Watch Academy retains ownership of its certification marks, standards, educational content, and proprietary language. Client's use is limited to the license or authorization Home Watch Academy grants directly, and neither Client nor Provider acquires ownership of Home Watch Academy Materials.

**Provider Materials.** Provider retains ownership of its templates, layouts, code, and reusable components and grants Client a nonexclusive license to use them as part of the delivered website, subject to platform and third-party licensing restrictions.

**Deliverables.** After full payment, Client owns the final Client-specific content and deliverables created exclusively for Client, excluding Home Watch Academy Materials, Provider Materials, and third-party materials.

### 8. CERTIFICATION, CONTENT, AND COMPLIANCE

Client may represent itself or an individual as a Certified Home Watch Reporter only while the certification is current and authorized by Home Watch Academy, and may display Home Watch Academy marks and certification language only in the form Home Watch Academy authorizes. If certification ends, Client must notify Provider promptly and Provider may remove the affected marks and

restricted materials from the website.

Client represents that Client Materials are accurate, lawful, noninfringing, and authorized, and is responsible for its business claims, pricing, disclosures, and licensing representations. Provider may decline content that reasonably appears unlawful, misleading, infringing, or inconsistent with Home Watch Academy standards. Nothing in Provider's review is legal, insurance, tax, or compliance advice.

## 9. CREDENTIALS, SECURITY, AND WARRANTIES

Provider will use reasonable care with nonpublic Client information and credentials and will limit access to personnel who reasonably require it. Client should transmit passwords using Provider's designated secure method and should not request alarm codes, lockbox combinations, or other property-access credentials through a standard website contact form.

Provider does not guarantee that any website, hosting platform, or third-party system will be immune from unauthorized access, outages, or data loss, and does not guarantee search rankings, traffic, leads, revenue, or uninterrupted availability. Services and deliverables are otherwise provided as described in this Agreement and Exhibit A.

## 10. LIABILITY

Neither party is liable for indirect, incidental, special, consequential, punitive, or lost-profit damages. Provider's total liability arising from or relating to this Agreement will not exceed the total amount Client paid to Provider for the Project and hosting services in the twelve (12) months preceding the claim. Home Watch Academy has no liability under this Agreement.

## 11. TERMINATION

Either party may terminate for a material breach that remains uncured ten (10) days after written notice. Provider may suspend or terminate for nonpayment or for content that violates this Agreement or applicable Home Watch Academy authorization. On termination, Client remains responsible for amounts due for work performed, and the intellectual-property, hosting, migration, and liability provisions survive.

## 12. GENERAL TERMS

**Independent contractor.** Provider is an independent contractor and is not Client's employee, partner, or agent, and is not an agent or affiliate of Home Watch Academy. **Notices.** Notices may be sent by email to the addresses designated by the parties and are effective when sent; notices to Provider go to [vipsupport@theblackrocket.com](mailto:vipsupport@theblackrocket.com). **Governing law.** Florida law governs, and any permitted court proceeding will be brought in Collier County, Florida. **Entire agreement.** This Agreement, Exhibit A, accepted invoices, and later written change orders are the parties' complete agreement on these subjects; changes must be in writing and accepted by both parties. **Severability, waiver, assignment.** If a provision is unenforceable the rest remains effective; a waiver applies only to the instance given; Client may not assign without Provider's written consent, and Provider may use qualified contractors while remaining responsible for the services. **Electronic signatures.** Electronic signatures and counterparts have the same effect as originals, and each party should retain a completed copy.

## 13. SIGNATURES

### Provider — Black Rocket

#### AUTHORIZED REPRESENTATIVE

#### TITLE

#### EMAIL

#### PHONE

#### SIGNATURE (PRINT AND SIGN)

#### PRINTED NAME

#### DATE

#### Client

#### LEGAL BUSINESS NAME

#### AUTHORIZED REPRESENTATIVE

#### TITLE

#### EMAIL

#### PHONE

#### SIGNATURE (PRINT AND SIGN)

#### PRINTED NAME

#### DATE

By signing, each party confirms it has read, understood, and agreed to this Agreement and that the signer is authorized to bind the named party.

## EXHIBIT A — WEBSITE SCOPE AND FEATURE LIST

#### CLIENT

#### DATE

#### WEBSITE PAGES

#### INCLUDED FEATURES

#### CLIENT-SUPPLIED MATERIALS / AUTHORIZED HOME WATCH ACADEMY MATERIALS

#### EXCLUDED SERVICES AND THIRD-PARTY COSTS

#### PAYMENT SCHEDULE

Hosting: Black Rocket-controlled, month-to-month, \$59 per month beginning thirty (30) days after launch; thirty (30) days' written cancellation notice; \$250 migration fee. Both parties acknowledge this Exhibit A identifies the accepted Project scope incorporated into this Agreement.