

# Local e-Space

A Member of  
Austin Credit Group  
of Companies

## Website and Domain Lease Agreement

This Website and Domain Name Lease is made effective as of \_\_\_\_\_, 20 \_\_\_\_\_

between Austin Credit Group (dba: Local eSpace) (Lessor) whose address is P.O. Box 5481, Round Rock, TX 78683, and

\_\_\_\_\_ (Lessee), whose

address is \_\_\_\_\_, and

states the agreement of the parties as follows:

**WEBSITE and DOMAIN NAME SUBJECT TO LEASE.** Lessor shall lease the Website and domain name as listed herein:

**LEASE TERM.** The term on this lease shall be for 90 days from the date herein, and automatically renews for another 30 day term thereafter, and each successive 30 days thereafter. In the event Lessor or Lessee desires to terminate this lease, written notice must be given to the other party at the address provided herein, and postmarked not less than 30 days prior to the upcoming expiration date. Failure to give said notice in accordance herewith automatically renews the term of this lease.

**PAYMENT TERMS.** The usual monthly fee is \$400; the Lessee shall make one payments of \$\_\_\_\_\_ with installments in months \_\_\_\_\_, and \_\_\_\_\_ in the amount of \$\_\_\_\_\_ each payable through PayPal on the \_\_\_\_\_ day of each month of the term, and all renewals. Lessor reserves the right to make adjustments in the month-to-month fees with 60-days written notification. See attached "Credit / Debit Card Payment Authorization" for payment terms and penalties.

**EARLY TERMINATION FEE.** Month-to-month clients may terminate, in writing, a portion of a month prorated for usage with a minimum of 50% of the agreed to monthly amount. Month-to-month clients are not subject to this fee with a 30-day notice to cancel in writing.

**APPROPRIATE USE OF DOMAIN NAME(S).** The website and domain name(s) may only be used for appropriate websites that fit the names. Their use must comply with all laws, ordinances, and regulations relating to the possession or use of domain names. These domains may not be used for adult content, the sale of firearms, the mailing of spam or any other questionable uses. The predetermined use of the domain name(s) are as follows:

\_\_\_\_\_  
**DELIVERY OF WEBSITE and DOMAIN NAME(S).** Lessor shall be responsible to deliver the website and domain name specified within this lease by means of adding:

Lessee's Business Name: \_\_\_\_\_

Business Address(es): \_\_\_\_\_

Business email Address: \_\_\_\_\_

Business Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_

Specific Content Requested : \_\_\_\_\_

Completion of these changes to the publicly visible content on the website shall constitute delivery hereunder. Lessor shall have three (3) business days to complete such delivery. Lessor and Lessee agree the consideration Lessee agrees to pay under this lease is based upon the positioning and visibility of the website in local search. The parties further acknowledge and agree altering the content on any webpage can positively and negatively affect its position in local search. Therefore, Lessor reserves the right, in its sole discretion, to limit the changes to existing content. As neither party can directly control any search engine rankings for the website, Lessee hereby releases Lessor from any liability or responsibility arising from any change in search ranking.

**ALTERATIONS.** Lessee shall make no alterations to the use of the website and domain name(s) from the original agreed upon use without prior written consent of Lessor.

**MAINTENANCE OF WEB SITE.** Lessor shall maintain at the Lessor cost, the website herein specified and content as it exists on this date. Such a website shall maintain minimum of 97% of up time.

**RETURN OF WEBSITE and DOMAIN NAME(S).** At the end of the lease term, Lessor will have the right, but not the obligation, to amend the content to its original form, including the removal of all information specific to the Lessee's business.

**DOMAIN REGISTRATION AND OWNERSHIP.** Domain registration shall at all times remain in the name of Lessor, his heirs, successors and assigns, and shall remain the responsibility of Lessor for the duration of this lease. Lessor shall keep registration up to date, notwithstanding Lessor shall not be responsible for errors or actions made by the registrar. Nothing herein shall be construed to effect a transfer of ownership, change of registrar, nor Technical or Administrative designees with Registrar.

**OWNERSHIP OF THE WEBSITE AND CONTENT.** The website, content, and domain name will be deemed to be personal property of the Lessor, regardless of the manner in which it may be attached to any other property or website. Lessee shall immediately advise Lessor regarding any notice of any claim, levy, lien, or legal process issued against the website, content, or domain name.

**WARRANTY.** Lessor warrants that the website and domain name(s) listed within this lease are in good standing, registered in Lessor's name and free of any claims or disputes, but makes no further warranties, express or implied.

**LIABILITY AND INDEMNITY.** Liability for loss of reputation or any legal action, with the exception of trademark issues, during the term of this lease is the obligation of the Lessee, and the Lessee shall indemnify and hold Lessor harmless from and against all such liability.

**NOTICE.** All notices required or permitted under this Lease shall be deemed delivered when delivered by U.S. Mail postage prepaid, delivery receipt required, and addressed to the appropriate party at the address shown for that party at the beginning of this Lease.

**ENTIRE AGREEMENT AND MODIFICATION.** This Lease constitutes the entire agreement between the parties herein. No modification or amendment of this Lease shall be effective unless in writing and signed by both parties. This Lease replaces any and all prior agreements between the parties.

This Lease Agreement (the "Agreement") explains the terms and conditions governing your use of the services, technology, and other content made available to you by Lessor or its partners.

You represent and warrant that you are over the age of 18 years, have read this Agreement, and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Print: \_\_\_\_\_ Print: \_\_\_\_\_

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



I authorize Austin Credit Group (ACG) to charge the specified credit or debit card indicated, for the amount in the agreement. I understand that this authorization will remain in effect until the program has been completed as mutually agreed, or until I cancel it in writing whichever comes first, and I agree to notify ACG in writing of any changes in my account information, or termination of this authorization at least thirty (30) days prior to the next billing cycle. I will not dispute the company's recurring billing so long as the transaction corresponds to the terms indicated in the agreement.

In the case of a credit or debit card transaction being rejected, and create a 'returned payment,' ACG may, at its discretion, implement a thirty-nine dollars (\$39.00) NSF fee, and our office will provide a courtesy call prior to the attempt to process the payment again after three (3) business days. Should there be a second 'returned payment,' an additional thirty-nine dollars (\$39.00) NSF fee will be assessed, and the account will be suspended. NSF fees will be processed as a separate transaction from the authorized recurring payment.

Regulations pertaining to credit or debit card purchases require Austin Credit Group to obtain the following information in order to process any credit or debit card purchases without physical possession of the card.

Name as it appears on the card		Credit Card Type	
		<input type="checkbox"/> Credit <input type="checkbox"/> Debit <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> AMEX	
Billing Address – Street Address, Apartment/Suite		Card Number	
City, State Zip Code		Expiration Date	V-Code

I authorize Austin Credit Group to charge my credit/debit card. In choosing this credit/debit card as a method of payment, I understand and agree that payments made based on the information specified above are irrevocable and may not be charged back, held, or stopped at any time now or in the future. I acknowledge that if I wish to cancel authorization for future recurring transactions, I must submit the request in writing at least thirty (30) business days prior to the scheduled transaction date.

**Account Holder Signature**

X \_\_\_\_\_

Signature	Date	Date of Birth
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Email Address	Local e-Space Address (URL)
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