

MT. VERNON HIGH SCHOOL, HIGH TECH ACADEMY

WEB DESIGN DISCLAIMER

RELEASE, INDEMNIFICATION AGREEMENT AND REQUEST FOR SERVICES

I hereby request that Mt. Vernon High School, High Tech Academy, Web Design Program, accept creation of website a website for _____ as a training project for its students.

I covenant and warrant that I am the owner and or authorized agent of the organization/company/property described above. *Client initials _____

I grant my permission to test, inspect or repair any exiting web content in said project to meet agreed upon training needs for students. *Client initials _____

I understand that there is no guarantee given for work performed, nor for the length of time necessary to complete a project. *Client initials _____

I agree to provide any digital materials necessary in a timely manner for completion of this project. I agree to meet with representatives of Mt. Vernon High School, High Tech Academy on a regular basis to review work being completed. *Client initials _____

I may request an estimate of material costs and fees for creation or accusation of additional materials from outside sources before work commences. I acknowledge that all projects will be released to web in an "AS IS" condition and that all content will be free of copyright issues at the time of release of the project.

MT. VENRON HIGH SCHOOL, HIGH TECH ACADEMY, ITS AGENTS, STUDENTS AND EMPLOYEES HEREBY DISCLAIM ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND ALL EXPRESS AND/OR IMPLIED WARRANTIES. I further acknowledge that no person, agent or employee of Mt. Vernon High School, High Tech Academy has made any warranties or representations of any kind concerning the quality of the work to be performed and that no person agent or employee of the school is authorized to make any representations or warranties concerning this work. *Client initials _____

I understand that any physical property may not be returned and that work being performed and/or that I may be dissatisfied with the work. Not withstanding this risk, I hereby release Mt. Vernon High School, High Tech Academy, its agents and employees, from any and all claims which may result, in any manner, from the work performed on my digital property and/or the web space or supplies used in connection with said work. I further agree to indemnify and hold harmless all parties released from any claims, including attorney fees, which may result in any manner from the work performed or published, created or supplies used in connection therewith. *Client initials _____

I further acknowledge that I should conduct any tests or inspections that I deem advisable so as to enable me to fully understand the condition of the digital project at the time of its release. *Client Initials _____

I understand, and agree, that if my property – digital or physical, or its contents, is damaged, destroyed, or stolen while in the possession of Mt. Vernon High School, High Tech Academy that I will not request or seek compensation for the damage, destruction, or theft from the school or any of its insurance carriers. I UNDERSTAND AND AGREE, that my personal insurance shall be my exclusive recourse for any damage, destruction, or theft that may occur in relation to this digital project. *Client Initials _____

BY MY SIGNATURE ON THIS FORM, I ACKNOWLEDGE THAT I HAVE READ AND DO UNDERSTAND AND AGREE TO ALL TERMS OF THIS AGREEMENT.

Client Business and/or Organization _____

Client Name _____

Client Signature _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Date _____

*Client initials required for any work to be performed

The MISSION of the Mt. Vernon High School High Tech Academy is quality student training. We are not a web design shop, PC repair service, or similar profit-making business. We are a school and our only function is to train students. You have asked us to work with you and/or use your property in connection with our educational programs. If we agree to accept your project, it will only be accepted subject to the terms and conditions of this explanation and the above agreement on this form.

While it is important to train our students to do the best work possible, we are not in the design business and we do not offer any warranties or promises concerning the quality of the work or whether or not it will meet the owner's expectations.

If we accept your project, you will not be charged for any of the labor involved in the project. Instead, you will only be asked for your assistance in providing needed information and materials or access to property for students to create such needed materials. You would be responsible to pay for parts, materials, consumed supplies, transfer fees and hosting services beyond the scope of the project. Because we are working on your project, at your request, at no charge, it is important that you understand that the quality of work to be performed will vary-according to the ability of the students performing the job and the quality of the information you provide to our students.

If, after completion of your project, and associate student work you become aware of defects or are dissatisfied in any manner, we encourage you to bring your concerns to the attention of the supervising instructor. The instructor will then make a determination concerning whether or not the work performed was indeed defective and whether or not a repair will fit with the school's educational curriculum at that time. In other words, we do not promise to repair any defects. If the repair work fits in with the instructional subject then being taught, we may receive the project back as a further training aid.

It is important that you understand that the work is being done by students who are not fully qualified web/digital designers and that while instructors oversee and inspect student work they are not able to provide the level of protection and quality of service available in private industry.

If it is important to you that the work be guaranteed or that you be assured of a certain level of quality, you are encouraged to take your property to a private, for-profit design group/facility where you maybe provided with the assurances and warranties you require.

Name of Assigned Student Designer

Signature of Assigned Student Designer

Date _____