



Edu-mail.org Listserv Agreement

date _____

go design web LLC

info@godesignweb.com
ph (615) 321-3040
1-800-700-3612
fax (615) 321-3099
1305 Clinton St., Suite 230
Nashville, TN 37203

school name _____
street address _____
city / state / zip _____
phone # _____ fax # _____
contact name _____
e-mail address _____

fees

Private School \$200/yr \$ _____
 Public School \$100/yr \$ _____
 setup fee (\$50) \$ _____
(first year only)
 additional groups \$ _____
(detail in space below)
TOTAL = \$ _____

method of payment

Select one: Invoice (pay by check) Credit Card
name (as it appears on card): _____
card # _____
expiration date _____
signature _____

for office use only:
start date _____ end date _____

terms of agreement

PAYMENT
All invoices payable within thirty (30) days of receipt. Accounts over 30 days past due are subject to interruption of service. Without waiving any right of interruption of service, Go Design Web LLC shall be entitled to a 1.5% monthly service charge on all overdue balances. The failure of Go Design Web LLC to exercise the interruption of service right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that right in the event of subsequent past due accounts. The grant of any license or right of copyright is conditioned on receipt of full payment.

FAILURE TO PERFORM BEYOND CONTROL
Go Design Web LLC shall not be held responsible or liable for any failure of performance if such failure is due to any cause or causes beyond the reasonable control of Go Design Web LLC including, but not limited to, fire, explosion, vandalism, storm or other similar occurrences, any governmental action or any national emergencies, insurrections, riots, wars, strikes or labor difficulties, supplier failures, or shortages.

LIMITATION OF LIABILITY
The entire liability of Go Design Web LLC of whatever nature arising out of the provision of any service hereunder, shall not exceed an amount equal to the proportionate fixed monthly charges to Client for the period of service during which any mistake, omission, interruption, delay, error, or defect in the service, equipment or inaccurate data, or any other event or action giving rise to a claim occurs. In no event shall Go Design Web LLC be liable for special, punitive, consequential, or incidental damages, including but not limited to, the loss of profits, revenues or data, even if advised of the foreseeability of such damages arising out of or in connection with the services of Go Design Web LLC, even if advised of the foreseeability of such damages.

SEVERABILITY
In the event a court of competent jurisdiction rules as a matter of law that any provision contained herein is void or unconscionable, such provision or provisions shall be severable and the rest of the agreement shall remain in full force and effect.

GOVERNING LAW
This agreement shall be construed in accordance with and governed by the laws of the state of Tennessee.

ADDITIONAL PROVISIONS
(1) Any modifications to this Agreement must be in writing signed by both parties, and the Client acknowledges that no representation, promise, inducement, or statement of intention has been made by Go Design Web LLC which is not included herein.
(2) The service provided by Go Design Web LLC is subject to the condition that it will not be used for any unlawful purpose.
(3) Go Design Web LLC shall be entitled to reasonable attorneys fees and related expenses in the event suit is brought or an attorney is retained to enforce the terms of this Web Hosting and Development Agreement or to collect any moneys due hereunder or to collect money damages for breach hereof.

agreed and accepted I am authorized to execute this Agreement and I have read and agree to the terms which appear on this Agreement.

GO DESIGN WEB LLC
signature _____ date _____
printed name _____

CLIENT
signature _____ date _____
printed name _____