RRR Imaging, LLC
Rolling Range Ranch
Arlen & Melissa Mathies
11 Fireweed Ct. Pueblo, CO 81001
(407)278-3303 cell: (719)321-5285
Support@RRRImaging.com
www.RRRImaging.com

COMMUNITY WEBSITE AGREEMENT

This community website agreement is effective as of __6-28-21__ by and between RRR Imaging, LLC, whose address is 11 Fireweed Ct. Pueblo, CO 81001 and ___Hartsock Village Condominium Owners Association___ ("Client")

A. RRR Imaging, LLC and its affiliates ("Developer") design and host websites.
B. Client would like Developer to establish a website based on the following terms and conditions.

1. Definitions.

"Administrator": Client or Individual authorized to act on behalf of the Client to maintain the sites content and accuracy. "Features": The website's specific functions that may be enabled or disabled by the Administrator. "Maintenance": Development, updates, and changes requested by the Client not included in the initial setup and not covered in Section 2. "Website": The page or collection of pages available on the Internet containing information about the Client, features, and other information.

2. Services.

a. Make the Client's website available over the Internet by designing, hosting, registering/transferring domain name, and create the Administrator log-in name and password to allow him/her to administer the website.

b. Provide maintenance and support for the site at the rate listed under Fees and Expenses in Schedule A (send inquiries to: Support@RRRImaging.com). Developer may update the website with new features as they become available and remove outdated features.

3. Client's Duties.

In addition to payment of fees, listed in Schedule A, Client shall maintain an Administrator and update Developer with any changes to his/her contact information. The Administrator will be responsible for monitoring the website which includes updating information and monitoring usage of the website via the administrator tools located on the Client website. The Administrator or Client will fill out Schedule A, provide text, photos and documents, original photographs to be used in the initial design of the website, and assist Developer with the design and creation of the website.

4. Intellectual Property of Developer.

Client agrees that Developer owns and holds all intellectual and other property rights and copyrights to the assembled work of the source code, programs, scripts, photos, layout, documents, graphics, and text produced by Developer ("Developer's Intellectual Property"). Client agrees that title, ownership, or interest in Developer's Intellectual Property is not being transferred to Client and remains the property of Developer. Client agrees to make no claim of interest in Developer's Intellectual Property. Client, if account is in good standing, is authorized to use the website, Developer's Intellectual Property, and Services only as provided in this Agreement.

5. Copyrights and Trademarks.

Client grants Developer a perpetual irrevocable royalty-free right and license to use, copy, display, and modify any information or photographs provided by or on behalf of the Client for use and in development of the Client's website. Client represents to Developer and unconditionally guarantees that any elements of text, graphics, photos, logos, designs, code, trademarks, or other artwork furnished to Developer for inclusion in web pages are owned by Client or that Client has permission and a license from the rightful owner to use each of these elements and will hold harmless, protect, and defend Developer and its subcontractors, assigns, successors, attorneys, and representatives from any claim, legal action, or lawsuit arising from the use of such elements furnished by the Client.

6. Internet.

Developer is not responsible for the Client internet access or connection. Developer will make every effort to keep the Client website operational. Certain technical difficulties and other factors outside the Developer control may result in temporary interruptions in service. Client agrees not to hold Developer liable for any such interruptions in service. Developer is also not responsible for the privacy, security, correctness, or access to information available over the Internet, including the website. Client understands, accepts, and holds Developer harmless against such risks.

7. Domain Name.

Due to the constantly changing World Wide Web, Developer will not be held liable or responsible for the availability or loss of any domain name. Domain names purchased on behalf of the Client are in the control of Developer during the time that the contract between Client and Developer remains in effect and during all phases of the hosting process. If Client cancels the contract or service, their account must be current if they wish for the domain name to be transferred into their name or to another service provider. The Domain name is registered by Developer on behalf of the Client. The Client is the actual owner of the registered domain name.

8. Usage.

a. Client agrees that the website is to be used for lawful and ethical purposes only and maintain a level of business professionalism with regard to look, content, and use of services. Client agrees that any use of the website or Services determined, at the discretion of Developer, to be unlawful, defamatory, unethical, contrary to the intended purpose of the website, or against this Agreement, may result in termination of services without a refund of fees paid or such other action as Developer deems appropriate. Developer will not sell Client or residents' names, addresses or phone numbers to third parties.

b. Copyright. It is the sole responsibility of the website administrator to obtain any necessary releases for the use of copyrighted work on the website. Including but not limited to photographs, graphic works, audio, video, written work etc...

c. Website disk space is the responsibility of the website administrator. Developer will provide a disk space usage meter in the websites administrative tools. Developer may charge a monthly fee for additional space requirements (Refer to Section 19).

9. Payment.

a. Client will pay Developer the fees and expenses in the amounts and at the times indicated on Schedule A. Developer reserves the right to increase annual and/or maintenance fees upon 60 days' prior notice to Client. Developer will not increase the fees more than once every calendar year. Fees for any additional work not listed in section 2 will be performed on a time-and-materials basis at Developer's current rates for such work. Client shall owe a $20 fee for each returned check received. All fees will be paid on or before their respective due dates. If Client is past due on any payments, Developer reserves the right to suspend Services provided to Client until payment has been received in full which includes any processing or late fees. If payments are more than thirty (30) days past due for any reason, Services may be terminated and content deleted from Developer's servers by Developer with or without notice, and all the information contained within and may be permanently deleted. Developer accepts no liability for Services, information, or content that is suspended or deleted due to the non-payment of fees.

b. Refund. If the Client is not satisfied with the website within the first 30 days of it becoming available on the Internet, Developer will refund to the Client any annual fees paid as long as the Client provides written notice describing its dissatisfaction within 7 days of the end of the initial 30 day period.

10. Term and Termination.

Client may cancel website services at any time. Developer may in its discretion immediately cancel Client services in cases of a violation of this agreement. The initial term of the agreement is for one year; the agreement then goes annually. Upon termination or suspension of service by either Developer or Client, Client will not be entitled to a refund of fees paid. Any outstanding fees for services provided by Developer to Client remain due and payable. Upon termination of service, Developer reserves the right to deny access and permanently delete Client's website, data, content, and documents on Developer's facilities or hosting provider.

11. Warranty and Limitation of Liability.

The services, materials and use of the website are provided "as is" without any express or implied warranty of any kind. Developer disclaims any warranties, express or implied, including, but not limited to warranties of title, merchantability, or fitness for a particular purpose, non-infringement of intellectual property or other violation of rights. In no event will either party be liable for indirect, special, incidental or consequential damages, loss of profits, loss of use, or data or interruption of business arising in any way out of this agreement. References in the website to any specific products or services, or the use of any trade firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by developer.

12. Arbitration.

All claims and disputes of every type and matter which may arise from the term, operation or interpretation of this agreement will be submitted to binding arbitration pursuant to the Commercial Arbitration rules of the American Arbitration Association. Such arbitration proceedings and hearings will take place only in Pueblo, Colorado. To the extent not preempted by federal law, Colorado statutory law (including without limitation the statutes governing the award of damages in arbitration) and Colorado common law will govern. You expressly waive any right to conduct litigation or arbitration in any other forum. Arbitration is final and binding on all the parties.

13. Miscellaneous.

This agreement is intended to be enforceable in accordance with its terms, and whenever possible this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any part of this agreement is prohibited by or invalid under such law, that clause will be severed and deemed ineffective to the extent of such prohibition or invalidity without invalidating the remainder of any provision containing such clause or the remaining provisions of this agreement. Colorado State laws will govern this agreement. Any notices required by this agreement will be made in writing and will be delivered in person or mailed certified return-receipt-requested to the party's address. Any party may change its address by giving notice to the other parties. Any waiver of rights or remedies for breach of this agreement will not be valid unless made in writing and no previous waiver shall be deemed a waiver of any subsequent breach. This agreement supersedes any other written or oral discussions, agreements, representations, or promises between the parties of this agreement. This agreement can not be amended, except by a written document signed by an authorized agent of the party to be charged with the amendment. The rights and obligations of the Client under this agreement may not be assigned; all successors and permitted assigns of the parties shall be bound by these terms. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which will constitute the same instrument. Any purchase order or other document issued by the Client is for administrative convenience only. In the event of any conflict between this agreement, and any purchase order, this agreement shall prevail. The relationship of Developer to Client under this agreement is solely that of an independent contractor. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Developer is not to be considered the agent of Client or any third-party provider with regard to the performance of their respective contractual or other legal obligation.

SCHEDULE A

14. Community Name & Location.
Community Name (as it will appear on the website) ___Hartsock Village Condominium Owners Association___
Intersection: ___Academy Blvd and Hartsock Lane___
County: ___El Paso___
State: ___CO___   Zip: ___80917___

15. Association Client Contact Information.
Name: _Patricia Lau_
Phone: _(719) 522 - 3052_
Email: _pil80917 @ gmail.com_

16. Administrator Contact Information.
Name: _Patricia Lau_
Phone: _(719) 522 - 3052_
Email: _pil80917 @ gmail.com_

17. Domain Registration.

If this is a new domain name, specify three possible alternatives of the Client's URL Address.
RRR Imaging, LLC does not guarantee that any domain names are available:
First Choice: http://www.   HARTSOCKVILLAGE.COM
Second Choice: http://www. _____
Third Choice: http://www. _____

If you are transferring an existing domain registered to the Client (fees apply, refer to Section 19):
Existing domain name: http://www. _____

18. Design and Color Scheme.
Visit www.rrrimaging.com on the left menu select "HOA Websites" and then "Designs" to view sample website design ideas.
Design type (mountain, curves, techno, etc.): ___Migrating from previous service/design___
Websites primary color: ___See Note Above___

19. Fees and Expenses.

Service	Description	Fee
1st Year Website	1st years Annual Fee, Site Rebuild/Setup, ISP Hosting, Domain Registration	$400
Annual Renewal Fee	Includes the ISP Hosting and Domain Name Renewal (after the 1st year)	$225
SSL Certificate Setup	Includes updates necessary to accommodate secure data transfer (1 time fee)	$0
Annual SSL Certificate	SSL Certification that creates the https:// URL and secures data transfers	$0
Domain Transfers	Transferring an existing domain already registered to the Client.	$0
Additional Support	Development, updates and changes requested by the Client not included in the initial setup and not covered in Section 2.	$55/hr
Additional Domain	Additional domains (.com, .net, .org) may be registered and renewed annually to point/redirect to your website.	$15/yr
Additional Disk Space	If the website usage in its entirety exceeds 150 MB of disk space, Client may purchase additional 250 MB blocks of disk space.	$25/yr

Fees will be billed to the Administrator 30 days prior to the due date via email (unless other arrangements are made). Initial Setup Fee is due upon execution of this agreement. Annual fees are due on each anniversary thereafter and are non-refundable.

I have carefully reviewed the above information and filled out Schedule A to the best of my knowledge specifying the website's design and configuration and agree to the above terms and conditions.

On behalf of the Client (authorized signature):

Barbara A. Budd   Date _6-28-21_
President, HOA

On behalf of RRR Imaging, LLC (authorized signature)

[signature]   Date _6/28/21_