

**Great Business Domains Sale or Lease Agreement** *rev. 100808 Pg. 1 of 4*

This Website and Domain Name Lease is made effective as of (Date), between Great Business Domains (a D.B.A. Of Joel S. Batzell) hereafter referred to in this agreement as Great Business Domains with it's principle place of business located at, 103 Bridge Street., West Farmington Maine 04992, and (Lessee), (Lessee Address), and states the agreement of the parties as follows:

**WEBSITE(S) and DOMAIN NAME(S) SUBJECT TO LEASE.** Great Business Domains shall lease the Website and domain name(s) listed here.

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**PAYMENT TERMS.** The Lessee shall make (\_\_) payment(s) of (Enter Payment Amount) each for a total amount of (\$). Payment shall be made prior to the Domains being forwarded to the Lessee's website.

**DOMAIN REGISTRATION.** Domain registration shall remain the responsibility of Great Business Domains for the duration of the lease. Great Business Domains shall keep registration up to date, notwithstanding Great Business Domains shall not be responsible for errors or actions made by the registrar.

**NON-SUFFICIENT FUNDS.** The Lessee shall be charged 25% of the amount due for each check that is returned to Great Business Domains for lack of sufficient funds.

**LEASE TERM.** This lease shall begin on the above effective date and shall terminate one year from that date, unless otherwise terminated in a manner consistent with the terms of this lease. At the end of one year the Lessee shall have the right to renew the lease for one additional year.

**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:

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**DELIVERY OF WEBSITE and DOMAIN NAME(S).** Great Business Domains shall be responsible to deliver the website and domain name(s) specified within this lease by means of transferring the nameserver, technical contact, and contact information with the registrar to (nameserver), (technical contact) and (contact information). Completion of these changes shall constitute delivery of the domains. Great Business Domains shall have 15 days to complete such transfer. In the event that Great Business Domains cannot complete this transfer due to no fault of Great Business Domains, Great Business Domains shall extend the lease date to encompass one full year.

**ACTIVATION OF WEBSITE and DOMAIN NAME(S).** The lessee shall have 15 days from delivery to make the domains active with an appropriate website as described within this Lease.

**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 Great Business Domains.

**MAINTENANCE OF WEB SITE.** Great Business Domains shall maintain at the Lessee's cost, an appropriate website that is open for business at the location of the website and domain name(s). Such a website must maintain minimum of 97% of up time.

**GREAT BUSINESS DOMAINS RIGHT OF INSPECTION.** Great Business Domains shall have the right to inspect the website(s) located at the website domain name(s) during normal business hours to verify that an appropriate website is in use.

**RETURN OF WEBSITE and DOMAIN NAME(S).** At the end of the lease term, Great Business Domains will have the right, but not the obligation, to move the domain name(s) to another nameserver or Lessee at Great Business Domains' expense.

**OPTION TO RENEW.** If the Lessee is not in default upon the expiration of this lease, the Lessee shall have the option to renew this lease for only three additional years. At the end of three years, the lessee shall have the first option to lease the domain name(s) at a renegotiated lease rate.

**OPTION TO PURCHASE.** If the Lessee is not in default under this Lease, the Lessee shall have the option to purchase the Website and Domain Name(s) at the end of the lease term for the price specified in the attached Domain Purchase Schedule. The Lessee shall exercise this option by providing written notice to Great Business Domains of such intent at least 60 days prior to the end of the lease term.

**ACCEPTANCE OF WEBSITE and DOMAIN NAME(S).** The Lessee shall inspect each domain name delivered pursuant to this Lease. The Lessee shall immediately notify Great Business Domains of any discrepancies between the domain name(s) received and those described within this lease. If the Lessee fails to provide such notice in writing within 15 days after the delivery of the domain name(s), the Lessee will be conclusively presumed to have accepted the domain name(s) as specified in this lease.

**OWNERSHIP AND STATUS OF THE WEBSITE and DOMAIN NAME(S).** The website and domain name(s) will be deemed to be personal property, regardless of the manner in which it may be attached to any other property or website. Great Business Domains shall be deemed to have retained title to the domain name(s) at all times, unless Great Business Domains transfers the title by sale. The Lessee shall immediately advise Great Business Domains regarding any notice of any claim, levy, lien, or legal process issued against the domain name(s).

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

**RISK OF DAMAGE TO REPUTATION.** The Lessee assumes all responsibility for damage to reputation of the website and domain name(s) from any cause, and agrees to return them to Great Business Domains in the condition received from Great Business Domains, with the exception of normal reputation acquired from normal usage, unless otherwise provided in this lease. An example of damage to reputation, but not limited to these examples, is unreliability of service or operation, use of the website and domain name(s) for the purpose of spam or any illegal use of the website and domain name(s).

**INDEMNITY OF GREAT BUSINESS DOMAINS FOR DAMAGES TO REPUTATION.** If the reputation of the domain name(s) is damaged, Great Business Domains shall have the option of requiring the Lessee to purchase the domain name(s) at the price agreed upon in the Website and Domain Purchase Schedule.

**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 Great Business Domains harmless from and against all such liability.

**DEFAULT.** The occurrence of any of the following shall constitute a default under this Lease:

1. The failure to make a required payment under this Lease when due.
2. The Violation of any other provision or requirement that is not corrected within 20 days after written notice of the violation is given.
3. The insolvency or bankruptcy of the Lessee.
4. The subjection of any of the Lessee's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.

**RIGHTS ON DEFAULT.** In addition to any other rights afforded Great Business Domains by law, if the Lessee is in default under this Lease, without notice to or demand on the Lessee, Great Business Domains may take possession of the website and domain name(s) as provided by law, deduct the costs of recovery (including attorney fees and legal costs), restoration of reputation, and related costs, and hold the Lessee responsible for any deficiency. The rights and remedies of Great Business Domains provided by law and this Agreement shall be cumulative in nature. Great Business Domains shall be obligated to re-lease the domain name(s), or otherwise mitigate the damages from the default, only as required by law.

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**NOTICE.** All notices required or permitted under this Lease shall be deemed delivered when delivered in person or by mail, e-mail, postage prepaid, 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. 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 Great Business Domains or its partners. Please read this Agreement carefully. If you agree to be bound by and subject to the terms and conditions contained herein, please accept the agreement, on the other hand, if you do not agree to be bound by and subject to each and every term and condition contained herein, you must not accept the agreement. Notwithstanding the foregoing, your use of the "Services" (as defined below) shall be deemed your consent to be bound by this Agreement. 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.

Joel S. Batzell (d.b.a)  
Great Business Domains  
103 Bridge Street  
West Farmington, Maine 04992-0300  
Telephone: 207 778-6400

Client Name:

Client Address:

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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