

MCN Domain Contract

Last Updated Wednesday, 02 September 2009

Mendocino Community Network
Domain Name Registration Contract

DATE: _____, 20_____

This agreement is made by and between Mendocino Community Network (hereinafter referred to as "MCN", which is MUSD's agent), Mendocino Unified School District (hereinafter referred to as "MUSD"), a political subdivision in the State of California, and Domain Name Applicant (hereinafter referred to as "Customer"):

_____, the party or organization that is applying for a new domain name, OR maintaining the existing DOMAIN NAME called: _____.

Whereas MUSD/MCN enjoys access to an on-line service, known as the "INTERNET", operating as an Internet Service Provider, and has established various computer and communications facilities to accomplish such access to provide connectivity between the domain name holder and the Internet, for the purpose of assisting with domain name registrations;

IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Charges and Payments

MUSD/MCN shall bill the customer's account a non-refundable fee of Forty-five Dollars, (\$45.00), upon successful Domain Name registration or Domain Name transfer with the Registrar. This fee includes a Forty Dollar (\$40.00) MCN initial set-up fee, and the first-month MCN maintenance fee of Five Dollars (\$5.00). MUSD/MCN shall bill the customer's account each subsequent month, on the anniversary billing day, for the recurring monthly MCN maintenance fee of Five Dollars (\$5.00). Payment must be made within Thirty (30) days of the invoice date. A service charge not to exceed 18% interest per annum, computed on the outstanding account balance, will be applied to overdue accounts. All Domain Name payments are non-refundable. All checks and money orders for MCN Services should be made out to "MCN." The customer must list the domain name on the check. The Payment address for MCN is: PO Box 2445, Mendocino, CA 95460. MCN billing questions or comments should be sent to billing@mcn.org.

MUSD/MCN shall bill the customer's account a non-refundable fee of Twenty Dollars, (\$20.00) when reactivating a domain which was deactivated due to non-payment of their MUSD/MCN outstanding balance.

MUSD/MCN will charge a separate Tucows Registration fee of Fifteen Dollars (\$15.00). This fee will be collected in advance of domain name registration. New domain names are valid for one year from the date that the Registrar activates the domain name. The Registration Fee is non-refundable. For all registered domain names, there will be a renewal registration fee of Fifteen Dollars (\$15.00) per year per domain name, due on the customer's billing date prior to anniversary date of the domain name activation. This annual fee will keep the domain name valid for one year. Payment must be made in advance on an annual basis. Since we are billed in advance for all registrations, MUSD/MCN must collect this fee in advance, as well. The payment is non-refundable. MCN will provide 60 days advance notice of upcoming renewal of the domain name. The customer must pay for the annual registration renewal in advance for the domain name registration to be renewed. All checks and money orders for registration fees should be made out to MCN, and sent to: Mendocino Community Network, P.O. Box 2445, Mendocino, CA 95460. The applicant must list the domain name on the check and specify "For registration fees". MCN will not process partial payments for registration fees. All billing questions should be sent to billing@mcn.org.

All MCN and Tucows payments must be made in U.S. dollars.

The Registrar will delete the domain name from the combined Registrars database on the day after the due date if payment is not received. Domain Names deleted from the database will be available for reuse. MUSD/MCN will assume no liability, and is not responsible for such deletion from the combined Registrars database, resulting from Customer non-payment.

2. Limitation of Liability

MUSD/MCN will utilize reasonable efforts to furnish timely and accurate professional assistance in the Domain Name registration process, as set forth above. Except in the event of its gross negligence in the domain name service contract herein described, MUSD/MCN shall not be liable for any damages suffered by the customer or any third party resulting in whole or in part from the unavailability, interruption in function, delay, or any other defect in the Domain Name Registration process. In the event of direct actual damages suffered by the customer caused entirely by the gross negligence of MUSD/MCN in the assistance of Tucows Domain Name Registration, MUSD/MCN's liability for such damage shall be limited to the lesser of (a) the direct actual damages suffered by Subscriber, or (b) \$200.00. In no event shall MUSD/MCN be liable under contract, tort, or any other theory, for general, special, consequential, or any other damages of whatever nature.

MUSD/MCN by specific reference hereby incorporate, and make a part hereof, the ICANN's Uniform Domain Name Dispute Resolution and the Tucows contract, regarding Domain Name Registration. The current version of ICANN's Uniform Domain Name Dispute Resolution Policy may be found at <http://www.icann.org/udrp/udrp-policy-24oct99.htm>, and the full text of the Tucows agreement can be found at the website: <http://opensrs.com/resources/contracts/exhibita.htm>

3. Indemnity

Customer hereby indemnifies and holds harmless MUSD/MCN, its officers, board members, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature, whatsoever, which may be incurred by reason of Customer's use of the Domain Name, the Internet, the MUSD/MCN Internet Node Facilities, the failure outage, unavailability, or malfunction of any kind whatsoever of the MUSD/MCN Internet Node Facilities, or the MUSD/MCN Tucows Domain Name Registration service.

The Customer, by completing and submitting the domain name request application, hereby affirmatively represents that the statements in its application are true and that the registration of the selected Domain Name, to the best of the Customer's knowledge, does not interfere with or infringe upon the rights of any third party. The Customer also hereby represents that the Domain Name is not being registered for any unlawful or fraudulent purpose.

4. Arbitration of Disputes

MUSD/MCN in no way determines legality of domain name registrations. MUSD/MCN does not act as an arbiter of disputes between Customers and third party complainants arising out of the registration or use of a domain name.

The customer agrees to abide by ICANN'S UNIFORM DOMAIN NAME DISPUTE RESOLUTION POLICY, (full text at the website: <http://www.icann.org/udrp/udrp-policy-24oct99.htm>) and hereby indemnifies and holds MUSD/MCN harmless from any and all claims arising from a domain name dispute.

5. Modifications to the Agreement

MUSD/MCN may from time to time modify or amend this Policy, and that such changes are binding upon Customer.

6. Time is of the Essence

The Tucows Registrar will activate domain names on a first-come, first-serve basis. MUSD/MCN agrees to perform with due diligence, in a timely manner, for the purpose of registering, transferring, and maintaining the domain name for the customer, throughout the Tucows registration process.

7. General Provisions

Any notice required by this agreement, must be in writing or by electronic mail. A written notice shall be deemed given when delivered to the U.S. Postal Service or other delivery company, and notice by electronic mail shall be deemed delivered when sent via Internet, properly addressed as evidenced by the computer records kept in ordinary course by the sender.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law provisions thereof.

Subscriber shall not sell, transfer, assign, delegate, or subcontract any rights under this Agreement without the prior written approval of MUSD/MCN.

Any dispute which arises with respect to this Agreement shall be submitted to arbitration for resolution. If the parties are unable to agree on an arbitrator and the applicable procedures, the dispute shall be resolved pursuant to the procedures of the American Arbitration Association, and the costs of the arbitration paid by the losing party.

The Agreement constitutes the entire understanding of the parties regarding its subject matter and can only be modified in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

By: _____ Customer

and

_____ Mendocino Community Network