

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of DATE OF AGREEMENT, by and between CLIENT FULL LEGAL NAME, and Douglas Web & Graphic Designs, Inc., of 8537 Parkridge Drive, Dexter, Michigan 48130. In this Agreement, the party who is contracting to receive the services shall be referred to as "Client Short Name", and the party who will be providing the services shall be referred to as "Douglas Web Designs".

WHEREAS, Web Developer Douglas Web & Graphic Designs, Inc. DBA Douglas Web Designs possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, CLIENT SHORT NAME desires to engage Web Developer Douglas Web Designs and Web Developer Douglas Web Designs accepts the engagement, to design a World Wide Web site (WordPress Web Design Project) in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client CLIENT SHORT NAME and Web Developer Douglas Web Designs agree as follows:

RETENTION OF DEVELOPER. Client CLIENT SHORT NAME hereby retains the services of Developer for the Web Design Project to be published on Client CLIENT SHORT NAME's account on a GoDaddy Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), available through Douglas Web Designs or provided on disk at CLIENT SHORT NAME's option.

DESCRIPTION OF SERVICES. Beginning on DATE CONTRACT BEGINS, Douglas Web Designs will provide the following services connected with the development of the Website (collectively, the "Services"): Design and develop a WordPress Website that *WILL/WILL NOT* replace the existing website at domain CLIENT WEBSITE(s) including implementing the appropriate WordPress plugins in order for the website to display the current website data, spreadsheets and menus. The development of the site shall replicate the existing website and in addition, add the user friendly functionality and modern website tools of WordPress. The development will include two free hours of Use Training. Plugin choices will be chosen by Douglas Web Designs for their security, credibility and update frequency.

PAYMENT FOR SERVICES. In consideration of the services to be performed by Douglas Web Designs, CLIENT SHORT NAME agrees to compensate Douglas Web Designs for the services rendered as follows: Twenty four hundred and ninety five dollars and no cents for the entire project described in Description of Services with a payment of no less than half of the project fee and balance payable upon publishing the site to the World Wide Web at domain <http://ms-pyc.com>. CLIENT SHORT NAME should be aware that a modern website is a fluid piece of technology which can and should be periodically maintained by CLIENT SHORT NAME or other entity that CLIENT SHORT NAME so chooses after site is published by Douglas Web Designs.

WEB HOSTING. CLIENT SHORT NAME understands and agrees that any web hosting services require a separate contract with a web hosting service. CLIENT SHORT NAME agrees to select a web hosting service which allows Douglas Web Designs full access to the website. CLIENT SHORT NAME understands that Douglas Web Designs offers web hosting as a GoDaddy Reseller.

TERM/TERMINATION. This Agreement Expires one year from launch of website.

RELATIONSHIP OF PARTIES. It is understood by the parties that Douglas Web Designs is an independent contractor with respect to CLIENT SHORT NAME, and not an employee of CLIENT SHORT NAME. CLIENT SHORT NAME will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Douglas Web Designs.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Douglas Web Designs in connection with the Services shall be the exclusive property of CLIENT SHORT NAME. Upon request, Douglas Web Designs shall sign all documents necessary to confirm or perfect the exclusive ownership of CLIENT SHORT NAME to the Work Product.

LAWS AFFECTING ELECTRONIC COMMERCE. CLIENT SHORT NAME agrees that CLIENT SHORT NAME is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Douglas Web Designs and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from CLIENT SHORT NAME's exercise of Internet electronic commerce.

CONFIDENTIALITY. Douglas Web Designs will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Douglas Web Designs, or divulge, disclose, or communicate in any manner any information that is proprietary to CLIENT SHORT NAME. Douglas Web Designs will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Douglas Web Designs will return to CLIENT SHORT NAME all records, notes, documentation and other items that were used, created, or controlled by Douglas Web Designs during the term of this Agreement.

ENDORSEMENT. CLIENT SHORT NAME agrees to allow Douglas Web Designs to maintain a branding spot inside the footer of every webpage for the purpose of informing visitors the website was created by Douglas Web Designs. The font size of the branding spot is not to exceed 12px but no smaller than 8px in size and will include the Douglas Web Design "Dual Wolves Logo".

EMPLOYEES. Douglas Web Designs's employees, if any, who perform services for the CLIENT SHORT NAME under this Agreement shall also be bound by the provisions of this

Agreement. At the request of the CLIENT SHORT NAME, the Douglas Web Designs shall provide adequate evidence that such persons are Douglas Web Designs' employees.

ASSIGNMENT. Douglas Web Designs' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the CLIENT SHORT NAME.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against CLIENT SHORT NAME or Developer without the written consent of both CLIENT SHORT NAME and Developer.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Michigan.

SIGNATURES. This Agreement shall be signed by *Client Name*, Owner on behalf of CLIENT FULL LEGAL NAME and by Paul Douglas, Developer on behalf of Douglas Web & Graphic Designs, Inc.. This Agreement is effective as of the date first above written.

CLIENT:

By: _____

Owner

WEB DEVELOPER:

Douglas Web & Graphic Designs, Inc.

By: _____

Paul Douglas
Developer