

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of November 27, 2020, by and between Spencer's Tabletop Advertising (the "Client"), of Tahlequah, Oklahoma 74464, and Dynamic Developers LLC (the "Web Developer"), of Tahlequah, Oklahoma 74464. In this Agreement, the Client shall be referred to as "Client", and the Web Developer shall be referred to as "Developer".

WHEREAS, Developer possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, Client desires to engage Developer, and Developer accepts the engagement, to design a World Wide Web site (the "Web Design Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client and Developer agree as follows:

RETENTION OF DEVELOPER. Client hereby retains the services of Developer for the Web Design Project to be published on Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at Client's option.

DESCRIPTION OF SERVICES. Beginning on November 26, 2020, Developer will provide the following services connected with the development of the Website (collectively, the "Services"):

Web Design & Development with home, contact, advertising & custom table pages.

PAYMENT FOR SERVICES. In consideration of the services to be performed by Developer, Client agrees to compensate Developer for the services rendered as follows:

Developer's fees for the services specified in Description of Services, above, will be charged at a rate of \$350.00, payable on Developer's completion of the services specified in Description of Services.

Any additional services not specified in Description of Services, above, will be charged to Client on an hourly rate basis at Developer's standard rate of \$30.00 per hour.

Client will be required to pay Developer within 10 days of receiving the bill.

Client will pay Developer's costs and expenses monthly.

WEB HOSTING. Client understands and agrees that any web hosting services require a separate contract with a web hosting service. Client agrees to select a web hosting service which allows

Developer full access to the website.

TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days' written notice to the other party.

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

LAWS AFFECTING ELECTRONIC COMMERCE. Client agrees that Client 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 Developer and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from Client's exercise of Internet electronic commerce.

CONFIDENTIALITY. Developer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Developer, or divulge, disclose, or communicate in any manner any information that is proprietary to Client. Developer 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, Developer will return to Client all records, notes, documentation and other items that were used, created, or controlled by Developer during the term of this Agreement.

EMPLOYEES. Developer's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement. At the request of Client, Developer shall provide adequate evidence that such persons are Developer's employees.

ASSIGNMENT. Developer's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Client.

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 or Developer without the written consent of both Client 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 Oklahoma.

SIGNATURES. This Agreement shall be signed by Millard Ray Spencer, Owner on behalf of Spencer's Tabletop Advertising and by Tyler Bailey, Manager on behalf of Dynamic Developers LLC. This Agreement is effective as of the date first above written.

CLIENT:

Spencer's Tabletop Advertising

By: _____
Millard Ray Spencer
Owner

Date: _____

WEB DEVELOPER:

Dynamic Developers LLC

By: _____
Tyler Bailey
Manager

Date: _____