

WEBSITE DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____ (month/year) by and between
The Admin Professional, Inc. ("Developers") and _____ ("Customer").

Recitals

- A. Developers have experience and expertise in the development of Web Site(s).
- B. Customer desires to have Developers create a Web Site(s) for them.
- C. Developers desire to develop the Customer's Web Site(s) on the terms and conditions set forth herein (the "Web Site(s)").

Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

1. **Development of Web Site(s).** Developers agree to develop the Web Site(s) according to the terms listed on **Exhibit A** attached hereto.
2. **Delivery of Web Site(s).** Developers will use reasonable diligence in the development of the Web Site(s) and endeavor to deliver to Customer an operational Web Site(s) no later than ____ days from the date the contract is signed by both parties. This timeline may be extended if Customer fails to deliver the website content within a reasonable time period. Developer reserves the right to use "filler text" or "under construction" text in order to meet the deadline if Customer fails to submit information when requested.

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3. Ownership Rights. Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Developers for use in the Web Site(s). Customer shall hold the copyright for all components submitted by Customer for use in the development of the Web Site(s).

Customer will also hold rights to the agreed upon final design of the website as delivered as well as any custom graphics and artwork created for the project.

Developers shall hold all right, title, and interest in and to any Administrative area of the website (i.e. backdoor applications) including the source code, programming and original artwork used to interface with the Administrative area. Customer shall not do anything that may infringe upon or in any way undermine Developers' right, title, and interest in the Web Site(s), as described in this paragraph,

4. Compensation. For all of Developers' services under this agreement, Customer shall compensate Developers, pursuant to the terms of **Exhibit A** attached hereto.

Developer reserves the right to use "filler text" or "under construction" text in order to meet the deadline if Customer fails to submit information when requested. The Developer will charge a rate of \$65.00 per hour to insert any text/information that is submitted to the Developer after the completion date unless The Admin Professional, Inc. is responsible for the delay that extends beyond completion date.

5. Confidentiality. Customer and Developers acknowledge and agree that the Specifications and all other documents and information related to the development of the Web Site(s) (the "Confidential Information") will constitute valuable trade secrets of Developers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this agreement, without Developers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public on the Web Site(s) when each page of the Web Site(s) is first accessed.

6. Independent Contractor. Developers are retained as independent contractors. Developers will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Developers' behalf. Developers understand that they will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

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8. General Provisions

- 8.1 **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto.
- 8.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, Exclusive jurisdiction and venue shall be in the Franklin County, OH superior courts.
- 8.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Customer and Developers and their respective successors and assigns, provided that Developers may not assign any of his obligations under this Agreement without Customer's prior written consent.
- 8.4 **Waiver.** The waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.
- 8.5 **Good Faith.** Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement.
- 8.6 **Ownership of Photographs.** Developers' may use some of their own photographs for the Web Site(s). Developers' maintain ownership of their own photographs, and only grant Customer a non-exclusive right to use Developer's photographs, and only on the Customer's Web Site(s).
- 8.7 **Right to Remove Web Site(s).** In the event Customer fails to make any of the payments set forth on Exhibit A within the time prescribed in Exhibit A, Developers have the right to remove the Web Site(s) until payment in full is paid.

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- 8.8 Indemnification.** Customer warrants that everything it gives Developers for use on the Web Site(s) is legally owned or licensed to Customer. Customer agrees to indemnify and hold Developers harmless from any and all claims brought by any third party relating to any aspect of the Web Site(s), including, but without limitation, any and all demands, liabilities, losses, costs and claims including attorney's fees arising out of injury caused by Customer's products/services, material supplied by Customer, copyright infringement, and defective products sold via the Web Site(s). Further, customer agrees to indemnify The Admin Professional, Inc. from responsibility for problems/disruptions caused by 3rd party services that the customer may use such as merchant accounts, shopping carts, shipping, hosting services, real time credit card processing and other services that relate to the ownership and operation of the Web Site(s).
- 8.9 Use of Web Site(s) for Promotional Purposes.** Customer grants Developers the right to use the Web Site(s) for promotional purposes and/or to cross-link it with other Web Site(s) developed by Developers. Any cross-link or reference for promotional purpose use must be authorized in writing by Customer.
- 8.10 No Responsibility for Theft.** Developers have no responsibility for any third party taking all or any part of the Web Site(s).
- 8.11 Attorney's Fees.** In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.
- 8.12 Identification of Developers.** Customer agrees that the Developers' identification may be annotated within the code or on the website as the authors. Developers may annotate the code with the following tag in the source code.
- <META NAME="Author" CONTENT="The Admin Professional -www.The Admin Professional.com"> At the bottom of each page Developers may display the following text in the footer of the page/ "Web Solutions – The Admin Professional LLC".
- 8.13 No responsibility for loss.** Developers are not responsible for any down time, lost files, improper links or any other loss that may occur in the operation of the Web Site(s), unless such situation is a result of Developer's negligence.

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EXECUTED as of the date first written above.

Customer agrees to the contract and "Exhibit A" by signing below.

CUSTOMER Print Name: _____

Title: _____

Date signed: _____

Signature: _____

THE ADMIN PROFESSIONAL LLC Print Name: _____

Title: _____

Date Signed: _____

Signature: _____

EXHIBIT A

TERMS

1. Customer agrees to pay The Admin Professional a total fee of \$_____, due immediately.
2. Customer agrees that any changes customer makes to the specification may adversely affect the original estimate. Extra time incurred above and beyond the original specification will be estimated and submitted to customer. If agreed to, it will be billed at an hourly rate of \$40.00 and is not subject to the costs, estimates and caps in 1.above.
4. Developer reserves the right to use "filler text" or "under construction" text in order to meet the deadline if Customer fails to submit information when requested.

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