



Development Agreement for the website of

**Nicole Townley Williams,
MA, CCC-SLP**

Prepared by Ashley Broussard

This Agreement states the terms and conditions that govern the contractual agreement between Jerod Brackin and Ashley Broussard, with a principal place of business at 21119 La Glaise Lane, Livingston, LA 70754 (collectively referred to as the “Developers”), and Nicole Williams (the “Client”), who agrees to be bound by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Developers and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Scope of Work

The Developer agrees to design, develop, and deliver a fully functional website for the Client, Ms. Nicole, which will assist users in making informed decisions about insurance. The project will include the following features and functionalities:

API Integration: The Developer will integrate approximately 10 APIs to pull insurance-related data. This may include coverage details, pricing, and comparisons between different insurance providers.

Data Scraping (if necessary): The Developer may use web scraping to gather additional insurance information, provided it is legal and ethical to do so.

Comparison Tool: A feature allowing users to compare insurance plans, including checking if specific conditions are covered by different providers, such as whether one insurance covers Humana while another does not.

Coverage Checker: A tool for users to input various health conditions to see if they are covered by each insurance plan.

Scope Changes: Any changes to the scope of work will require a written agreement between the Developer and the Client. This agreement must include any adjustments to the project timeline, costs, and deliverables. The Developer will provide a written estimate of the impact on the timeline and budget before proceeding with any changes.

2. Ownership and Rights

Upon full payment of the agreed-upon fees, the Client will own all rights to the website, including but not limited to the code, design, content, and any related materials. The Developer relinquishes any ownership rights over the website and its components once the final payment is received. Until full payment is made, ownership of all materials, including the website and its components, remains with the Developer.

3. Deliverables

The Developer agrees to deliver the following:

- A working, responsive website that meets the specifications provided by the Client.
- All website files, including HTML, CSS, JavaScript, images, and other assets.

- Access to the website's code repository, if applicable.
- Documentation on how to manage and update the website.

4. Payment Terms

Payment will be made as follows:

- [\$] due upon signing of this agreement.
- [\$] due upon the delivery of the first consulting report.
- [\$] due upon project completion.

Invoices will be issued monthly and are payable within 15 days of receipt. Late payments are subject to a late fee of 1.5% per month on the outstanding balance.

5. Maintenance and Future Changes

Maintenance: The Developer offers ongoing maintenance services at a rate of \$55 - \$60 per hour. Maintenance includes updates, bug fixes, and minor changes as requested by the Client. Maintenance is billed in minimum increments of 1 hour.

Future Changes: For any significant changes or additional features requested after the website launch, the Developer will provide an estimate and timeline. These changes will be billed at the same rate of \$55 - \$60 per hour. A significant change is defined as any modification affecting more than 20% of the website's code or functionality.

Library Development: If the Developer creates any custom libraries during the project, the ownership and future use of these libraries will be discussed and agreed upon separately.

Additional consulting services beyond the initial scope will be billed at an hourly rate or flat fee and will require a separate agreement or addendum to this contract.

6. Warranty

The Developer provides a [30 /60 /90]-day warranty period after the website launch. During this time, the Developer will address any bugs or issues that arise, provided they are not the result of external changes (e.g., API updates, server issues, or user modifications). Issues arising after the warranty period will be addressed as part of the maintenance agreement and billed at the agreed-upon hourly rate.

7. Timeline

The Developer agrees to deliver the completed website by [Deadline Date]. The Developer will keep the Client informed of progress and any potential delays. If the Client causes delays (e.g., by not providing necessary information or approvals), the Developer may adjust the timeline accordingly.

8. Revisions

The Developer agrees to make up to [Number] rounds of revisions to the website as requested by the Client. Any additional revisions beyond this may be subject to additional fees, which will be agreed upon in writing before any further work is undertaken.

9. Quality Assurance

The Developer commits to delivering a fully functional, high-quality website that meets the specifications outlined in this agreement. The website will be tested for performance, responsiveness, and usability across commonly used web browsers and devices. The Developer will ensure that:

Functionality: All features and functionalities described in the Scope of Work section are fully operational upon delivery.

Performance: The website will load and perform efficiently under normal usage conditions.

Cross-Browser Compatibility: The website will function correctly on the latest versions of major web browsers (e.g., Chrome, Firefox, Safari, Edge).

Responsiveness: The website will be responsive and accessible on both desktop and mobile devices.

Security: The website will be built with industry-standard security practices to protect against common vulnerabilities.

If any issues arise within the warranty period that affect the functionality, performance, or usability of the website as agreed upon, the Developer will promptly address and resolve these issues at no additional cost to the Client, provided the issues are not due to external changes or modifications made by the Client.

10. Confidentiality

Both parties agree to keep the details of this project confidential. The Developer will not share any proprietary information or materials provided by the Client with third parties without the Client's consent. This confidentiality obligation will remain in effect for 2 years after the termination of this agreement. (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

Both parties agree to maintain the confidentiality of all proprietary information exchanged during the course of this agreement. Confidential information includes but is not limited to business strategies, financial data, client lists, and any other non-public information. This obligation will remain in effect for 2 years following the termination of this agreement. Both parties agree not to use any confidential information for purposes outside the scope of this agreement without prior written consent.

11. Noncompetition

During the term of this Agreement and for 12 months thereafter, the Consultant shall not engage, directly or indirectly, as an employee, officer, manager, partner, manager, consultant, agent, owner or in any other capacity, in any competition with the Client or any of its subsidiaries, including any company engaged in the medical or information technology space.

12. Non-solicitation of Customers

During the term of this Agreement and for 12 months thereafter, the Consultant will not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients, prospects, employees or contractors.

13. Non-solicitation of Employees

During the term of this Agreement and for 12 months thereafter, the Consultant will not, directly or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

14. Indemnification

The Consultant agrees to indemnify and hold harmless the Client from any claims, damages, or liabilities arising directly from the Consultant's work under this agreement, except where such claims arise from the Client's instructions, materials, or negligence. Liability is limited to [amount or scope], and neither party will be liable for indirect or consequential damages.

15. No Modification Unless in Writing

No modification of this Agreement shall be valid unless via electronic communication, physical letter or other verifiable methods provided both parties consent.

16. Termination

Either party may terminate this agreement with 14 days' written notice. Upon termination, the Consultant will deliver all work completed up to the termination date, and the Client will pay for all completed work and any outstanding invoices. Any partial deliverables will be handed over in their current state, with ownership transferring upon payment.

17. Governing Law

In the event of a dispute arising out of this agreement, the parties agree to first attempt to resolve the dispute through mediation. If mediation fails, the dispute shall be submitted to binding arbitration in Louisiana under the rules of _____.

This agreement shall be governed by the laws of the State of Louisiana.

18. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations under this agreement if such failure or delay is due to causes beyond their reasonable control, including but not limited to acts of God, war, strikes, or governmental restrictions.

19. Relationship of the Parties

The Consultant is an independent contractor and not an employee, agent, or partner of the Client. Nothing in this agreement shall be interpreted as creating a joint venture, partnership, or employment relationship between the parties.

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Louisiana and subject to the exclusive jurisdiction of the federal and state courts located in Louisiana.

IN WITNESS WHEREOF, the parties hereto have executed this Consulting Agreement as of the date set forth below. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and communications, whether written or oral. Any modifications to this Agreement must be in writing and signed by both Parties.

Agreement signed in the month of _____ on the day of _____ in the year of 2024.

[Consultant 1]

_____	_____	_____
[Print- Jerod Brackin]	[Signature]	[Full-Stack/Lead]

[Consultant 2]

_____	_____	_____
[Print - Ashley Broussard]	[Signature]	[Full-Stack/Front-end]

[Client]

_____	_____	_____
[Print - Nicole Williams]	[Signature]	[Owner]