Web Development & Digital Marketing Services Agreement

This agreement between “Valencia College Campus Store” who is engaging Bharat Katyal on the date this form is submitted to act as an independent contractor for the specific project to provide one or more of the following services:

* Website design & development
* Marketing Services

WHEREAS, Bharat Katyal is an independent contractor hired to provide outsourced web development & digital marketing on a monthly basis (see service descriptions).

WHEREAS, Valencia College Campus Store seeks to utilize Bharat Katyal services to provide web development & digital marketing and website design for their business.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the terms and conditions as follows;

1. **Digital Marketing & Payments:** Valencia College Campus Store agrees to pay the proposal price each month for services. Services will be billed a month in advance, All invoices shall be paid by Client within fifteen (15) days of receipt. Payments not made within such time period shall be subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law.  Bharat Katyal may suspend all services on seven (7) days written notice until the amounts outstanding are paid in full.

Pricing is based on current scope of work. In the event additional services are required or there is a major change in the scope of work, then Bharat Katyal reserves the right to adjust our pricing. In the event the travel required to fulfill these services is more than 50 miles, then Bharat Katyal shall be reimbursed for expenses incurred. All expenses must be pre-approved by the Valencia College Campus Store..

Flat Fee.  As compensation for the Services rendered pursuant to this Agreement, Client agrees to pay Bharat Katyal a flat monthly fee of **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_--**

2. **Additional Services:** Bharat Katyal may provide additional services including but not limited to training, photography or video services based on the Valencia College Campus Store request. Bharat Katyal will do this via the services listed in **Addendum A**.

3. **Term of Agreement:** Valencia College Campus Store agrees the term of this agreement will be for one year. The agreement will automatically renew one year from the date the agreement is signed unless a written notice of either party’s intent to the other that they will not be renewing is provided 45 days prior to the annual renewal date.

Either party may terminate the agreement with 30-day written notice. In the event the Valencia College Campus Store exercises this 30-day out clause prior to the end of the initial year, all digital intellectual property will remain under the ownership of Bharat Katyal. Should the Valencia College Campus Store wish to transfer the ownership of the intellectual property, all monies for the remainder of the agreement (prior to final termination date) will become due (per section 1 of this agreement). Valencia College Campus Store agrees to give required access to Bharat Katyal to complete its work. Bharat Katyal will use best efforts to work to finish out providing services for the final 30 days.

4. **Content:** Valencia College Campus Store agrees to provide all content required (text, articles, photos, graphics, videos, etc.) for the support of Bharat Katyal ’s efforts.

5. **Additional Tools/Software & Cost:** Bharat Katyal may require certain tool/software/services to support our efforts. Valencia College Campus Store agrees to be responsible for all cost one time or monthly for such tools/software. Bharat Katyal agrees that it will not purchase or subscribe to such software without pre-approval from the Valencia College Campus Store

6. **Managing Valencia College Campus Store Internal Resources:** Valencia College Campus Store agrees that Bharat Katyal will have the lead and be fully in charge of establishing digital strategy, managing day to day work/task, managing all of the current internal digital marketing resources (employees, contractors, etc.).

Valencia College Campus Store agrees that all digital resources will report to Bharat Katyal on an as needed basis to implement the program effectively. Resources will be managed and provided tasks to support the digital strategy, day to day efforts, and daily management set forth by Bharat Katyal and the executive committee of the Valencia College Campus Store.

7. **Additional Services Fees:** In the event the Valencia College Campus Store would like to use Bharat Katyal for services outside of the scope of services additional charges may apply. In the event Bharat Katyal is asked to do hourly work outside of the scope of this agreement (Addendum A), then the following charges will apply:

Bharat Katyal Hourly Fee: $100.00 per hour

8. **Authorization:** Valencia College Campus Store agrees to give Bharat Katyal access to all tools, software, websites, social media, landing pages, accounts, etc. that they will need to access. Bharat Katyal will use best efforts to secure and protect all passcodes. Only authorized representatives of Bharat Katyal will be allowed to access passcodes and only on an as needed basis.

9. **Copyrights and Trademarks:** The Valencia College Campus Store represents (informs) to Bharat Katyal and unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or other artwork furnished to Bharat Katyal for inclusion in web pages, social media, etc. are owned by the Valencia College Campus Store, or that the Valencia College Campus Store has permission from the rightful owner to use each of these elements. Valencia College Campus Store agrees to hold harmless, protect, and defend Bharat Katyal from any claim or suit arising from the use of such elements furnished by the Valencia College Campus Store.

10. **Ownership to Deliverables:** Bharat Katyal or its partners retain the intellectual rights to all items previously owned by Bharat Katyal /partner. Valencia College Campus Store retains the rights to all deliverables that are not marked as Bharat Katyal property. Items that are not specifically transferred to the Valencia College Campus Store will remain the property of their respective owners. Bharat Katyal may choose to give the Valencia College Campus Store a one-time lifetime license for use of any of its intellectual property.

11. **Work Credit:** Valencia College Campus Store agrees to allow Bharat Katyal to use Valencia College Campus Store name and website for company promotions, online portfolio, past Valencia College Campus Store list, on social media, in print material, etc. for advertising and promoting Bharat Katyal ’s services to other companies.

12. **Assignment of Project:** Bharat Katyal reserves the right to assign certain subcontractors to this project if it sees the need to do so in order to meet the requirements of this agreement.

13. **Non-Disclosure:** Bharat Katyal, its employees and subcontractors agree that, except as directed by the Valencia College Campus Store, it will not at any time during or after the term of this agreement disclose any non-public Confidential Information to any person whatsoever. Likewise, the Valencia College Campus Store agrees that it will not convey any non- public confidential information obtained about the Bharat Katyal to another party.

14. **Performance Liability:** WHEREAS, the parties acknowledge that the internet is neither owned nor controlled by any one entity; therefore, Bharat Katyal can make no guarantee on the results that may be provided as a result of our work. Bharat Katyal represents that in good faith it shall make every effort to ensure that the Valencia College Campus Store digital marketing is successful and leads are generated as a result of our work.

In no event, will Bharat Katyal be liable to the Valencia College Campus Store or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these digital marketing services or website(s), even if Bharat Katyal has been advised of the possibility of such damages.

15. **Indemnity:** The Valencia College Campus Store does hereby expressly agree to indemnify and hold harmless Bharat Katyal , its Owners, its principals, officers, employees and contractors against all suits, actions, claims, demands, or costs of any kind to which they may be subject arising or resulting at any time or place from anything done or omitted to be done by them in connection with this project. The Valencia College Campus Store hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against Bharat Katyal , its principals, officers, employees and contractors arising or resulting at any time or place from anything done or omitted to be done by them regarding this project.

16. **Agreement Revisions:** Revisions to this Agreement will be considered agreed to by Bharat Katyal and Valencia College Campus Store when requested changes have been signed by both parties.

17. **Lawful Purpose:** Valencia College Campus Store may only use Bharat Katyal 's design services for lawful purpose. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.

18. **Termination:** Bharat Katyal may terminate service under this Agreement at any time, without penalty, if the Valencia College Campus Store fails to comply with the terms of this Agreement. If the Valencia College Campus Store fails to comply with the terms of this Agreement and Bharat Katyal refers the matter to an attorney, the Valencia College Campus Store agrees to pay reasonable attorney fees and agrees to compensate Bharat Katyal for other collection costs and expenses it may occur.

19. **Entire Understanding:** The agreement constitutes the sole agreement between Bharat Katyal and Valencia College Campus Store regarding the use of services. It becomes effective only when signed by both parties.

20. **Bharat Katyal’s Media Vendors:** In connection with Services provided hereunder, Bharat Katyal has the right to utilize contractors, third-party companies, and vendors selected by Bharat Katyal at its sole discretion (each a Vendor) to complete or support the completion of the work at hand. Purchased work from Vendors shall be made under such terms Bharat Katyal deems in its sole discretion as acceptable (Vendor Terms). Bharat Katyal will be responsible for all cost associated with the Vendor, unless the cost is provided to the Valencia College Campus Store, and the Valencia College Campus Store agrees in writing to pay said cost.

21. **Force Majeure:** Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.

22. **Fax/Scanned Copy of Signature:** Both parties agree that a faxed or scanned copy of the signed document by either or both parties shall be considered acceptable, legal, and legally binding.

23. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to such state's principles of conflicts of law. The legal jurisdiction for this agreement shall reside in Orange County, Florida, and all legal proceedings shall take place in Orange County, Florida.

IN WITNESS WHEREOF, Bharat Katyal and Valencia College Campus Store have executed this Agreement on the day and date as first appears.

Bharat Katyal

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|  | By: |  | |
|  | Name: | Bharat Katyal | |
|  | Date: | |

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|  | Valencia College Campus Store | | |
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|  | By: |  | |
|  | Name: |  | |
|  | Date: | |

**Addendum A**

**STATEMENT OF WORK (SOW)**

Bharat Katyal (“**Bharat Katyal**”), in performance of the foregoing Agreement for Marketing and Brand Development Services will perform the following services to Valencia College Campus Store (“**Client**”).