

## Website Design and Development Agreement

This Website Design and Development Agreement ("Agreement") is made and entered into by and between:

**Eric Z. Ryder**, hereinafter referred to as the "Designer",  
and  
**Russell Gruber**, hereinafter referred to as the "Client".

Collectively, the Designer and the Client may be referred to as the "Parties".

### 1. Scope of Work

The Designer agrees to provide full website design, development, hosting, and maintenance services. The deliverables shall include HTML/CSS and JavaScript files, images, logos, and source code.

The website will be hosted by the Designer for a period not to exceed six (6) months or until such a time as the Client establishes their own domain name and hosting service. Obtaining a domain name and transferring the website to a third-party hosting provider is covered under this Agreement as part of "maintenance and support".

Porting the site to a custom domain and hosting platform will incur separate vendor fees for the cost of the domain name and selected hosting provider (e.g., GoDaddy, Wix, etc.). No additional site transfer costs will incur, as this effort shall be covered under Section 3, Maintenance and Support.

### 2. Payment Terms

The Client agrees to pay the Designer a flat fee of \$4,999 USD, representing the maintenance and support of the website, outlined in Section 6. Payment is due upfront, and in full, prior to the commencement of any work.

Furthermore, the Client agrees to a \$70/hour fee for design and coding efforts. This is an open-ended contract with no specific deliverables or timelines in this regard.

The Designer agrees to provide daily written updates to the Client outlining the work completed and hours logged for that day. The Parties acknowledge that the Designer's productivity is dependent on the timely response of the Client to requests for input, clarification, or approval.

Payments for hours worked shall be made using the Zelle app on a weekly basis. Payments should be completed each Saturday by noon, Honolulu time, assuming the hours-worked have been submitted to the Client, by email or text, before such time.

### **3. Maintenance and Support**

Maintenance and support is centered around the website itself, and related hardware and software upgrades, updates, and security patches, as well as file system maintenance and management, user administration, and website software support. The upfront fee related to this is for six months and is non-cancellable or refundable for any reason.

### **4. Intellectual Property and Usage Rights**

The Client retains any and all intellectual property rights to which he is entitled under applicable U.S. copyright law. The Designer acknowledges and respects those rights.

The Designer will not assert ownership or interfere with the Client's use of the completed website or any associated materials as provided by this document and copyright law.

### **5. Termination**

This contract is non-cancellable due to the generous fee arrangement and the substantial unpaid work (approximately 9 months) previously completed by the Designer.

Any attempt by the Client to terminate this Agreement shall result in the forfeiture of all fees paid.

### **6. Confidentiality**

Both Parties agree to maintain the confidentiality of all proprietary or sensitive information disclosed during the course of this Agreement, including but not limited to technical information, source code, business plans, or Client data. This obligation shall survive the termination of this Agreement.

### **7. Limitation of Liability**

The Designer shall not be liable to the Client or any third party for any indirect, incidental, special, or consequential damages arising out of this Agreement or the services provided, including but not limited to loss of profits, loss of data, or business interruption, even if advised of the possibility of such damages. The Designer retains no liability under this Agreement.

### **8. Dispute Resolution**

In the event of any dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through informal discussion and negotiation.

If the dispute cannot be resolved informally, the Parties agree to submit the matter to mediation in the State of California, with a mutually agreed-upon mediator. If mediation is unsuccessful, either party may pursue relief in a court of competent jurisdiction in the State of California.

Each Party shall bear its own legal fees and costs, unless otherwise determined by the court.

## 9. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles.

## 10. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions, agreements, or understandings of any kind.

## Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last signed below:

**Eric Z. Ryder**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Russell Gruber**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_