

JUSTIN HAMMOND WEB DESIGN

WEBSITE CONTRACT

This Independent Contractor Agreement (the "Agreement") is made effective as of **DATE HERE**, by and between **Justin Hammond** ("Web Design"), and **ORG NAME HERE** ("Organization"). Upon execution, this agreement shall be binding upon both parties retroactively to the date Organization hired Web Design.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the respective covenants and agreements of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1) **DESCRIPTION OF SERVICES:** Web Design will design, program, create, and maintain a complete website for Organization. This may also include graphic design and other services related to web design.
- 2) **PAYMENT FOR SERVICE:** Organization will pay compensation to Web Design based upon the Services rendered by Web Design on a per-job basis. Web Design shall be paid within **30** business days from when Organization receives an invoice for any Services performed by Web Design. Organization shall provide a form 1099-Misc following each tax year in which Web Design performed Services for Organization where applicable.
 - a. Web Design shall be paid no less than **\$500** for the design of Organization's website (one-time payment.)
 - i. Web Design shall be paid no less than **\$50** for any hour worked over **10** hours.
 - b. Web Design shall be paid no less than **\$100** for hosting (paid yearly if elected to have Web Design host their website.)
 - c. Web Design shall be paid no less than **\$50 per hour** for maintenance (if Organization elects to have website maintained after the initial 30 days' post website launch.)
 - d. Organization agrees to pay for any additional add-ons which may contain but are not limited to SSL certificates, ecommerce, etc, at their respective "then prevailing prices."
- 3) **RELATIONSHIP OF PARTIES:** It is understood by the parties that Web Design is an independent contractor with respect to Organization, and not an employee or agent of Organization for any purpose. Organization shall

indemnify and hold Web Design harmless for all liability or claims related to Services provided by Web Design. Web Design is free to set their own work schedule, work space/environment, and may use their own tools and equipment. Web Design may subcontract any Services provided for Organization to any third party without Organization's prior written authorization.

- 4) **DURATION/TERMINATION:** This Agreement may be cancelled by either party, at any time and for any reason. Web Design is not bound to Organization; however, if Web Design provides services for Organization prior to the termination of this Agreement, Organization will pay no less than an hourly wage of **\$50** for each hour Web Design has worked.
- 5) **WARRANTY:** Web Design will provide a lifetime grammar and glitch/bug warranty with each website. This only includes fixing grammatical errors and glitches/bugs created during the design process. All other changes, regardless of type are subject to a **\$50 per hour** charge for work provided.
- 6) **WORK PRODUCT AND PROPRIETARY INFORMATION OWNERSHIP:** Any copyrighted or copyrightable works, ideas, discoveries, inventions, patents, products, documents, records, or other information including the website in its entirety (collectively hereafter as the "Work Product") developed in whole or in part by Web Design in connection with the Services shall be the exclusive property of Web Design (unless previously owned by Organization in which case Organization retains ownership.) Furthermore, all records, files, manuals, customer lists, forms, pricing index, materials, software, supplies, computer programs, advertising and other materials furnished to Web Design by Organization, or used by Web Design on Organization's behalf that were not independently purchased or previously owned by Organization, shall be and remain the exclusive property of Web Design and shall be used by Web Design solely for the purpose of Web Design's business. Web Design shall be deemed the bailee thereof for the use and benefit of Organization and shall safely keep and preserve such property, except as consumed in the normal business operations of Web Design. Upon termination of this contract Organization may request a copy of their website; however, Web Design will retain ownership of the Work Product.
- 7) **CONFIDENTIALITY:** Both Organization and Web Design will not at any time or in any manner, either directly or indirectly, use for the personal benefit of either party or divulge, disclose, or communicate in any manner to any other individual and/or entity any information or product that is proprietary to either party, including any Work Product. Both parties acknowledge that proprietary information is confidential and is not readily accessible to either parties' competitors. Upon termination of this Agreement, both parties shall immediately deliver all such proprietary information to its respective owner,

including all copies remaining in either parties' possession or control. Each party will protect such information and treat it as strictly confidential. This provision shall continue to be effective indefinitely after the termination of this Agreement.

- 8) NON-COMPETE CLAUSE:** Once Web Design has been contracted to design Organization's website, Organization must have Web Design complete the project and must cease and desist searching out other parties to complete the work unless directed to do so by Web Design.
- 9) FEE FOR VIOLATION:** Due the near impossibility of determining actual damages, should Organization violate or otherwise breach this Agreement, specifically with regards to items 6, 7, and/or 8 above, Organization shall pay liquidated damages to Web Design an amount not less than Five-Hundred dollars (**\$500.00**) per violation.
- 10) DISPUTES:** In the event a dispute arises from this agreement or any other matter related thereto, the parties shall first attempt mediation to resolve the dispute. If a full resolution is not reached at mediation, any remaining disputes shall be subject to binding arbitration at the sole discretion of Web Design.
- 11) LAW AND JURISDICTION:** Utah law governs this Agreement as though said Agreement was made and performed wholly in the State of Utah, and the parties submit to the exclusive jurisdiction of the State and Federal Courts of Utah in connection with any disputes arising hereunder or thereunder.
- 12) ATTORNEY'S FEES:** In the event an arbitration, suit or action is brought by any party under this Agreement to enforce and/or interpret any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the arbitrator, trial court, and/or appellate court.
- 13) 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.
 - a. There is a single independent contract stating the launch date of the website and that payment must be received before website launch. No other terms apply.
- 14) 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.

SIGNING PARTIES

DATE

Justin Hammond Web Design

By: _____

JUSTIN HAMMOND

ORGANIZATION

By: _____

JONNY STONE