

Web Design & Development Agreement

This Contract is between _____ (the "Client") and Pait Digital, an Idaho limited liability company (the "Contractor").

1. WORK AND PAYMENT.

1.1 Project. The Client is hiring the Contractor to do the following:

The Contractor will be designing and developing a custom website. This will include:

- Up to ____ pages.
- Custom web design with revisions
- Development in Webflow
- Page/content migration
- Site security
- CMS dashboard (for edits)
- Optimization for conversions
- 4 hours of free support

The Contractor will also help integrate the following third party services:

-

Once the project is complete and the free support hours have been used up, the Contractor will offer additional services at an hourly rate defined below. This covers:

- Additional site changes/updates
- Additional landing page design
- Assistance with domain DNS settings
- Etc.

**Any larger project updates will require a new agreement.*

1.2 Schedule. The Contractor will begin work on building the website immediately once the agreement is signed and deposit is paid. This is expected to take between _____ weeks to complete and the projected end date is_____.

1.3 Payment. The Client will pay the Contractor:

Website Deposit:

An initial deposit of \$_____ before work begins. (50%)

Website Payment #2

Second payment of \$_____ once the design phase of the project is finished and before Webflow development begins. (25%)

Final Website Payment

Final payment of \$_____ once the site is completed and published to the Client's domain. (25%)

Additional Hourly Rate (Optional):

The Client will pay the Contractor an hourly rate of \$125/hr for any additional service after the 4 hour support period. These additional services must be pre-approved by the client.

1.4 Additional Expenses. The Client will reimburse the Contractor's expenses. Expenses need to be pre-approved by the Client in writing. Examples of Additional Expenses are things like additional domain names, site plugins, etc.

2. TERM AND TERMINATION.

This Contract is ongoing until the work is completed. If the Client wishes to break the agreement and cancel the project, they will still be liable to pay the agreed-upon amount.

3. WEBSITE RESPONSIBILITY.

3.1 Contractor Responsibility. The Contractors will use the content provided by the Client. Once the website is completed and delivered, the Contractor is not responsible for any images or content that are found on the website that may have been illegally acquired and put there by the Client. For example, if the Client illegally takes photos that are not meant for commercial use and are sued, the Contractor is not responsible and carries no risk.

4. REPRESENTATIONS.

4.1 Overview. This section contains important promises between the parties.

4.2 Authority To Sign. Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

4.3 Contractor Has Right To Give Client Work Product. The Contractor promises that it owns the work product, that the Contractor is able to give the work product to the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product.

4.4 Contractor Will Comply With Laws. The Contractor promises that the manner it does this job, its work product, and any background IP it uses comply with applicable U.S. and foreign laws and regulations.

4.5 Work Product Does Not Infringe. The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered into or will enter into with someone else.

4.6 Client Will Review Work. The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

4.7 Client-Supplied Material Does Not Infringe. If the Client provides the Contractor with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's intellectual property rights.

5. CONFIDENTIAL INFORMATION.

5.1 Overview. This Contract imposes special restrictions on how the Client and the Contractor must handle confidential information. These obligations are explained in this section.

5.2 The Client's Confidential Information. While working for the Client, the Contractor may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Contractor promises to treat this information as if it is the Contractor's own confidential information. The Contractor may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Contractor use a customer list to send out a newsletter, the Contractor cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Contractor written permission to use the information for another purpose, the Contractor may use the information for that purpose, as well.

When this Contract ends, the Contractor must give back or destroy all confidential information. The Contractor promises that it will not share confidential information with a third party, unless the Client gives the Contractor written permission first. The Contractor must continue to follow these obligations, even after the Contract ends. The Contractor's responsibilities only stop if the Contractor can show any of the following: (i) that the information was already public when the Contractor came across it; (ii) the information became public after the Contractor came across it, but not because of anything the Contractor did or didn't do; (iii) the Contractor already knew the information when the Contractor came across it and the Contractor didn't have any obligation to keep it secret; (iv) a third party provided the Contractor with the information without requiring that the Contractor keep it a secret; or (v) the Contractor created the information on its own, without using anything belonging to the Client.

5.3 Third-Party Confidential Information. It's possible the Client and the Contractor each have access to confidential information that belongs to third parties. The Client and the Contractor each promise that it will not share with the other party confidential information that belongs to third parties, unless it is allowed to do so. If the Client or the Contractor is allowed to share confidential information with the other party and does so, the sharing party promises to tell the other party in writing of any special restrictions regarding that information.

6. GENERAL.

6.1 Assignment. This Contract applies only to the Client and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Contractor's permission. This is necessary in case, for example, another Client buys out the Client or if the Client decides to sell the work product that results from this Contract.

6.2 Arbitration. As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

6.3 Modification; Waiver. To change anything in this Contract, the Client and the Contractor must agree to that change in writing and signing a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

6.4 Notices.

(a) Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

(b) The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgement of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00am on the next business day.

6.5 Severability. This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

6.6 Signatures. The Client and the Contractor must sign this document using Bonsai's e-signing system. These electronic signatures count as originals for all purposes.