



Design/development contract

Between **Wilmoth Technology Services LLC** And **Davis Heating & Air**

1. Summary

At **Wilmoth Technology Services LLC**, we always do our best to meet your expectations, but it's important to have things written down so that we both know what's been agreed upon and what will happen if something goes wrong.

This contract doesn't contain complicated legal terms or long passages of unreadable text. **Wilmoth Technology Services LLC** doesn't want to trick you into signing something you might regret; we want what's best for everyone, now and in the future.

In short,

You (**Davis Heating & Air**) ("You"), located at

212 Stone Dr, Pilot Mountain, NC 27041

Are hiring us (**Wilmoth Technology Services LLC**) ("We or Us") to:

- Design an website

- Develop a website
- Support and Maintain said Website and Integrations

For the price of **\$100.00** per hour plus the cost of servers, domains, and other services as outlined in previous correspondence. Of course, it's a little more complicated, but we'll get to that.

Overview

Website Design and Development

Start date	October 20, 2025
Site Launch Date Handover	November – December 2025

2. What both parties agree to

You

You're authorised to enter into this contract for yourself, your company or organisation.

You'll deliver assets within the agreed timescales and in the requested formats.

You'll provide content within the agreed timescales and in requested formats.

You'll review our work and provide feedback and approval within the agreed timescales.

You also agree to stick to the payment schedule at the end of this contract.

Us

We have the ability and experience to deliver what we've agreed to.

We'll deliver everything we've agreed upon on time and professionally.

We'll endeavour to meet the deadlines we agree upon.

We'll maintain the confidentiality of everything you give us.

3. The project

Communications

Wilmoth Technology Services LLC responds to all communications relating to an active project within 5 working days, and Davis Heating & Air agrees to do the same. If we don't hear from you within 10 working days, we reserve the right to invoice you until the end of the current milestone. We'll then reschedule your project for the earliest available date.

Content input

Beyond the development and deployment of 1 page and 1 website, this contract doesn't include content input unless agreed upon separately. If Davis Heating & Air wants Wilmoth Technology Services LLC to populate a product or website, we'll provide a separate estimate.

Copywriting

Copywriting isn't included in this contract unless agreed upon separately. Davis Heating & Air is to provide, proof, and/or sign off on all writing published on the website.

Illustrations, graphics, and photographs

Davis Heating & Air agrees to allow Wilmoth Technology Services LLC access to photograph content for the website and be published on the site contingent on prior approval from Davis Heating & Air.

Graphics, Illustrations, and Photographs that Wilmoth Technology Services LLC creates on this project are the property of Davis Heating & Air and will be supplied as requested by Davis Heating & Air.

Revisions

Wilmoth Technology Services LLC will devise a project plan that outlines the content, functionality, and structure of the new product or website and will ask Davis Heating &

Air to agree to it before starting work.

Wilmoth Technology Services LLC won't limit your ability to change your mind. Our price is based on the number of weeks OR billable hours we estimate are needed to deliver the project plan. If you change your mind, want to add something new, or the project needs more time, adding extra weeks won't be a problem, and we're happy to be flexible. **Wilmoth Technology Services LLC** will provide **Davis Heating & Air** with a separate estimate for additional work.

You'll have plenty of opportunities to review our work and provide feedback via either:

- Access to development website
- Figma prototypes

Wilmoth Technology Services LLC will be available for feedback sessions or provide weekly updates via either:

- FaceTime
- Cell Phone
- Microsoft Teams
- Slack
- Zoom

Progressive enhancement

Wilmoth Technology Services LLC follows Apple, Google, Microsoft, and Mozilla's Baseline browser categorisation. We use newly available features supported by the latest versions of all core browsers as progressive enhancement, a principle in which design features are automatically turned on based on a browser's capabilities. The result is a solid baseline experience where content and core functionality should be accessible to everyone. This also means it's OK for products and websites to look visually different across browsers and platforms.

Wilmoth Technology Services LLC will test current versions of major desktop browsers made by Apple (Safari/Webkit), Google (Chromium), Microsoft (Edge/Chromium), and Mozilla (Firefox). We'll also test devices using the current versions of Apple's iOS and iPadOS, plus Google Chrome on stock Android.

Hosting

Wilmoth Technology Services LLC will assist with website hosting, email, or other technical services.

You may already have professional hosting and might even manage that in-house; if you do, great. If you don't, we'll recommend a hosting provider and ask you to set up an account.

Our baseline price includes setting up your website on a server and adding analytics software. You'll be responsible for hosting, server, domain, email workspace, and other technical service fees. This will be outlined in the cost summary later in the document and additional services/costs may be agreed upon outside of this document.

Support

Wilmoth Technology Services LLC doesn't offer monthly support packages. In the first 30 days after completing the project, we will fix bugs in our code within 5 working days of them being reported. After that, fixes, upgrades, or other changes will be charged at our hourly rate of \$100.00 per hour.

Search engine optimisation (SEO)

Wilmoth Technology Services LLC doesn't guarantee improvements to search engine ranking, but the products and websites we develop are accessible to search engines, and we follow SEO guidelines.

4. Confidentiality

Neither of us will share confidential information about each other with anyone else. Confidential Information means anything we write or say to each other in a phone call, chat window, email, or other method. It might relate to a project, our businesses, or something technical like a password. Nothing's excluded. If we share it, it's included.

We'll both only use confidential information for the reasons it was shared.

We'll both take every step to ensure information stays confidential. This includes keeping files, accessing online systems, and storing usernames and passwords so they can't fall into the wrong hands.

If **Wilmoth Technology Services LLC** or **Davis Heating & Air** thinks any confidential information might've been compromised, they agree to tell the other party immediately so everyone can take the necessary steps to protect themselves. Both parties also agree to help each other resolve any problems that might arise if confidential information is compromised.

5. Intellectual property

To clarify, "Intellectual property rights" encompass copyrights (including software rights,) design rights, patents, inventions, services or trademarks, trade names, rights to goodwill and the ability to sue for passing off, and any other registered and unregistered rights intellectual property rights. It covers all equivalent or similar rights or forms of protection that exist or will exist in any part of the world.

You

Davis Heating & Air guarantees that all written content provided is accurate and original or that you have the right to use it.

If providing illustrations, fonts, graphics, or photographs, **Davis Heating & Air** guarantees they have a licence from the original illustrator, designer, foundry, photographer, or stock image library.

Davis Heating & Air agrees to protect **Wilmoth Technology Services LLC** from any claim by owners of copyrighted materials.

Us

Wilmoth Technology Services LLC guarantees that we either own illustrations, fonts, graphics, or photographs we deliver or we've obtained permission to provide them to you. We agree to protect **Davis Heating & Air** from any claim by a third party that you're using their intellectual property.

Wilmoth Technology Services LLC owns any intellectual property used in but developed separately from this project. This may include, but not be limited to, boilerplates, frameworks, or templates.

Wilmoth Technology Services LLC retains ownership of all design elements not used in the completed project. This may include, but not be limited to, colour palette designs, layout designs, or logo concepts.

We agree that all intellectual property rights for the work we deliver to you will exclusively be assigned to **Davis Heating & Air** when all invoices have been paid in full. **Davis Heating & Air** grants us the right to show this work in our promotional materials. See Displaying our Work below.)

We also own the unique combination of elements constituting the complete design and license this to **Davis Heating & Air**, exclusively and perpetually, for this project only, unless we agree otherwise. **Davis Heating & Air** grants us the right to show this work in our promotional materials. See Displaying our Work below.)

6. Displaying our work

Wilmoth Technology Services LLC plans to showcase our work, so unless it breaches our confidentiality agreement or you specifically ask us not to, we reserve the right to show, talk, and write about any aspect of our work. This may include, but not be limited to:

- Figma, Illustrator, Photoshop, or Sketch files
- Paper sketches
- Prototypes
- User journey maps
- Wireframes
- Work-in-progress designs
- Plus, our finished project
- Other

Methods may include, but not be limited to:

- Articles
- Blog entries
- Books
- Brochures
- Case studies
- Newsletters
- Portfolio
- Press releases

- Reports
- Social media posts
- Other

Davis Heating & Air also agrees to us placing a subtle credit with agreed text and our URL in the footer of the product or website, for example, "Design by **Wilmoth Technology Services LLC** [URL]."

7. Non-exclusivity

Both parties acknowledge that this contract doesn't create an exclusive relationship between them.

Davis Heating & Air is free to hire others to work with them, provided they're not engaged on the same project without prior agreement from **Wilmoth Technology Services LLC**.

Wilmoth Technology Services LLC is entitled to solicit and work with other clients.

8. Payments

Davis Heating & Air agrees to stick to the following payment schedule.

1. Payment schedule

Website Handover and Release

November – December 2025

\$1000.00

2. Funds must be cleared before making the project live

Our payment terms are **5** working days from the date of invoice by the payment system agreed upon outside of this contract. We issue invoices electronically, and our payment details will be included on every invoice. Our invoices will be in **USD**. If your currency differs, you agree your payments will be the same value. You agree to pay all charges associated with international transfers of funds. We reserve the right to charge interest on all overdue debts at the rate of **20%** per month or part of a month.

Wilmoth Technology Services LLC agrees not to invoice for out-of-pocket expenses unless separately agreed upon.

Davis Heating & Air agrees to pay directly for all agreed-upon third-party products and services, including, but not limited to, content management software, email newsletter providers, fonts, file sharing and storage, plugins, printing, social media platforms, stock images, templates, themes, and website hosting and technical development.

When our work requires the purchase of illustrations, fonts, graphics, or photographs, **Wilmoth Technology Services LLC** will ask **Davis Heating & Air** to pay directly so you'll be the license holder.

9. Cancellation

We want to ensure we treat each other fairly. **Wilmoth Technology Services LLC** understands that occasionally, circumstances change, people change their minds, or projects are placed on hold or abandoned. Equally, **Davis Heating & Air** recognises that we have reserved time to work on the project and have postponed or rejected other opportunities.

If **Davis Heating & Air** wishes to temporarily put the project on hold, you agree to give **Wilmoth Technology Services LLC** 15 working days' notice in writing and pay us until the end of the current milestone. We'll then reschedule your project for the earliest available date.

If **Davis Heating & Air** places the project on hold for more than 20 working days, **Davis Heating & Air** agrees to pay **Wilmoth Technology Services LLC** a kill fee of \$500.00 to compensate us for lost opportunities from other clients.

If **Davis Heating & Air** is unhappy with the direction a project is taking, has told us in writing, given **Wilmoth Technology Services LLC** a period of 40 working days to rectify it, still isn't satisfied and wishes to end the project, you'll pay **Wilmoth Technology Services LLC** until the end of the current milestone. Then, both parties agree to cancel this contract.

If **Davis Heating & Air** deliberately acts in a manner which **Wilmoth Technology Services LLC** feels is incompatible with a working relationship and wishes to end the project, we'll write to you before immediately cancelling this contract.

10. Force Majeure

"Force Majeure" is a legal term meaning "superior force," and for this contract, it refers to events that are beyond our control. This includes but isn't limited to accidents, alien invasions, deaths, earthquakes, epidemics, explosions, fires, floods, illnesses, power shortages, storms, and even wars. If **Wilmoth Technology Services LLC** is prevented from fulfilling our obligations under this contract due to Force Majeure for more than **60** working days, **Davis Heating & Air** has the right to cancel our agreement without prejudice.

11. The not-so-small print

Just like a parking ticket, neither party can transfer this contract to anyone else without the other's permission.

If any provision of this contract shall be unlawful, void, or unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

This contract stays in place and need not be renewed. Although its language is simple, its intentions are serious, and it is a legal document under the exclusive jurisdiction of **United States** courts.

Wilmoth Technology Services LLC work by following good industry practices and meeting the standards expected from qualified people with relevant experience. That said, **Wilmoth Technology Services LLC** can't guarantee the work will be error-free.

Wilmoth Technology Services LLC won't be liable to **Davis Heating & Air** or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. **Davis Heating & Air** liability to **Wilmoth Technology Services LLC** will be limited only to the price stated in this contract. **Davis Heating & Air** won't be liable to **Wilmoth Technology Services LLC** or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages.

Wilmoth Technology Services LLC and **Davis Heating & Air** both guarantee that their employees or subcontractors are 18 years of age or older.

12. The dotted line

Gabriel Wilmoth

Signed by and on behalf of Wilmoth Technology Services LLC

Date *November 15th, 2025*

Signed by and on behalf of Davis Heating & Air

Date

Everyone should sign above and keep a copy for their records.