

Contract

Client: Really Cool Awesome Client

Really Cool Awesome Client (Client) is hiring Allison Skinner Web Design & Development (Freelancer) to perform certain skilled labor. The following sets forth the agreement between these two parties and binds them both.

SCOPE OF WORK

The scope of work is provided in the attached document title 'Really Cool Awesome Client Scope of Work'. The Freelancer will perform the duties listed in the attached document.

Freelancer will try to complete the scope of work to the best of her ability. If Freelancer cannot complete any of the items on the task list because a) Wordpress or another software/API does not allow it, or b) I am unable to provide that customization within the scope of my development knowledge; an alternative solution can be found, the task can be removed from the scope of work, or another web developer can be approached for uncompleted task(s).

The work will be completed upon approval by Client, which approval shall not be unreasonably withheld.

CHANGE ORDERS

If Client makes any changes to the above Scope of Work, it must be through a written "Change Order" signed by both parties detailing the additional work to be performed and any associated costs and fees.

Change orders for additional website services will cost \$85/hour.

OWNERSHIP OF THE WORK

Freelancer hereby assigns to Client all right, title and interest in the work produced or developed under this agreement, including all patent, trade secret and trademark rights, and copyrights. This assignment is conditioned on Freelancer being paid the full amount owed under this agreement. Freelancer can feature work on this project, including examples of the design and development of the project, on her personal portfolio, including her public website for her web design and web development business. Freelancer cannot disclose any confidential information when she includes Really Cool Awesome Client website in her portfolio of work. Freelancer may provide credit for her work on the Really Cool Awesome Client website by including the phrase: 'Site by Allison Skinner Web Design & Development' in the footer section of the Really Cool Awesome Client website. This phrase will also include an external link to Freelancer's business website.

CONFIDENTIAL INFORMATION

Any information supplied by one party to the other marked as "Confidential" must be used only for the purposes of this agreement and must not be disclosed to other parties without the discloser's written consent.

CONFIDENTIAL INFORMATION (CONT.)

This does not apply to information that is publicly available or that the recipient already properly knew, developed or received independently. When the agreement terminates, Freelancer must return to Client any materials containing confidential information. Confidentiality obligations survive termination of this agreement.

PAYMENT

Freelancer will charge a total of \$6,750 to complete the scope of work.

The Freelancer will charge the Client in the following phases:

1. Contract Signed: \$2,700
2. Design Mockups Approved: \$2,025
2. Site Launched: \$2,025

Any payment not received within 30 days of the invoice date will collect interest at 2% per week. Client will reimburse, with prior approval, Freelancer's cost of materials for work performed under this agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

Unless otherwise required by law, Freelancer is an independent contractor, not an employee of Client. Freelancer is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

LIMITATION OF LIABILITY

Unless a result of gross negligence or willful misconduct, the liability of either party to the other for any type of damages shall be limited to the amount of Freelander's total fees under this agreement.

LIMITED WARRANTY

Freelancer warrants that the work under this agreement will be completed in a timely and workmanlike manner meeting or exceeding the standards for similar work in client's community or region and will comply with all applicable requirements.

Freelander will remedy, at no cost to client, any defective work for 30 days after original completion of work. Freelancer warrants that no obligation to a third party prohibits Freelancer from entering into this agreement, and that to Freelancer's knowledge, work produced under this agreement will not violate the intellectual properties of any third party.

TERMINATION

This agreement will terminate on 30 days after site launch or, in the event of an uncured material breach as described below, earlier.

If either party materially breaches this agreement, the non-breaching party may terminate the agreement only by providing written notice of the breach to the breaching party.

TERMINATION (CONT.)

The breaching party will have 10 days to cure the breach after receiving such notice.

If the breaching party fails to cure the breach in that time, the agreement will terminate except with respect to those obligations that are noted as surviving termination.

Freelancer will be entitled to full compensation for work completed prior to the effective termination date. This payment obligation, and any payment obligations pending at termination, shall survive termination.

Upon termination, any license Client has in the work is immediately revoked.

MISCELLANEOUS

This agreement is between Client and Freelancer and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of Georgia govern this agreement and any disputes arising from it must be handled exclusively in courts in the state of Georgia. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this agreement, physical or electronic, shall have the same effect as signing an original.

X

Jane Doe, owner Really Cool Awesome Client

Date of Signing (MM-DD-YYYY)

X

Allison Skinner, owner Allison Skinner Web Design & Development

Date of Signing (MM-DD-YYYY)