

## Website Development Agreement

This Website Development Agreement (“Agreement”) is being made between Natasha Rico (that’s “You”) and Andre Holston (that’s “We” or “Us”) on March 2, 2018. Natasha Rico may also be referred to as “Party” or as the “Parties”.

### 1. Services

You want a website and We can’t wait to build it for You. We will provide You with the following services (“Services”) in a timely and professional manner.

#### Description of the Services:

Database  
Database Management System  
Database Security System  
Deployment Scripts  
Transaction Checklist  
Google Calendar  
Tutorial

If You decide the Services aren’t exactly what You are looking for, don’t worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would like to change by filling out a simple form called a “Change Order”. The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, We will bill you for the extra services. Speaking of costs...

## **2. Cost & Payment**

They say nothing good in life is free, and this is no exception.

**Total Cost of the Services:** \$1,500.00

**Amount Due at Signing:** \$375.00

**Amount Due at Completion:** \$1,125.00

## **3. Timeline**

We know You are excited to receive your final product, and We don't want to leave You waiting. We will roll up our sleeves and get to work on the agreed upon date. Here is the schedule We will follow:

**Research Period:** March, 6th. 2018

**Preliminary Design:** March, 13th. 2018

**Your Review:** March, 15th. 2018

We want to keep You informed of the progress We are making on your website. We will share our work with You via Google Docs, Dropbox, or other file sharing service and be available to answer any questions You may have during that time.

**Your FINAL Review:** April, 2nd. 2018

Your FINAL review must include any and all feedback You have.

**Completion:** **April, 15th. 2018**

We will be available for **30 days** to provide You with reasonable technical support and correct any possible errors or deficiencies.

## **4. Copyright Notice**

A Copyright notice that states "© Holston Development" will be displayed on the bottom of each page of your website.

## **5. Intellectual Property**

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files, and You will be responsible for their safekeeping. We are not required to keep copies. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

## **6. Confidentiality**

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

## **7. Termination**

We would really hate to see You go. If You decide We aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

## **8. Limitation of Liability**

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

## **9. Dispute Resolution**

- a. Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c. Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of TX, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.
- d. Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

## **10. Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

#### **11. Complete Contract**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

#### **12. Notices**

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

Andre Holston

8005 Blue Duck Trail

Arlington, TX 76002

[holston.andre@yahoo.com](mailto:holston.andre@yahoo.com)

Natasha Rico

[Street Address]

[City, State, Zip Code]

[Email Address]

3033 Bardin Rd  
Grand Prairie, Tx, 75052  
[natasharico@judgefite.com](mailto:natasharico@judgefite.com)

#### 14. Let's Shake Hands

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below. This Agreement will become effective on March 1, 2018.

Natasha Rico

Signed: Natasha Rico  
Name: Natasha Rico  
Title: Realtor  
Date: 3/1/2018

Andre Holston

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_