

Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of September 21, 2020, by and between Fur Friends (the "Client"), of 264 Browns River Road, Essex, Vermont 05452, and Amy Lancaster (the "Web Developer"), of Saint Francis, Wisconsin 53235. In this Agreement, the Client shall be referred to as "FF", and the Web Developer shall be referred to as "Amy".

WHEREAS, Amy possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, FF desires to engage Amy, and Amy accepts the engagement, to design a World Wide Web site (the "Web Design Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, FF and Amy agree as follows:

RETENTION OF DEVELOPER. FF hereby retains the services of Amy for the Web Design Project to be published on FF's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at FF's option.

DESCRIPTION OF SERVICES. Beginning on September 21, 2020, Amy will provide the following services connected with the development of the Website (collectively, the "Services"):

Full site redesign, database creation, and analytics tracking

PAYMENT FOR SERVICES. In consideration of the services to be performed by Amy, FF agrees to compensate Amy for the services rendered as follows:

Amy's fees for the services specified in Description of Services, above, will be charged at a rate of \$4,300.00, payable on Amy's completion of the services specified in Description of Services.

Any additional services not specified in Description of Services, above, will be charged to FF on an hourly rate basis at Amy's standard rate of \$75.00 per hour.

FF will be required to pay Amy within 10 days of receiving the bill.

FF will pay Amy's costs and expenses monthly.

WEB HOSTING. FF understands and agrees that any web hosting services require a separate contract with a web hosting service. FF agrees to select a web hosting service which allows Amy full access to the website.

TERM/TERMINATION. This Agreement shall terminate automatically on December 18, 2020.

RELATIONSHIP OF PARTIES. It is understood by the parties that Amy is an independent contractor with respect to FF, and not an employee of FF. FF will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Amy.

WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Amy in connection with the Services shall be the exclusive property of FF. Upon request, Amy shall sign all documents necessary to confirm or perfect the exclusive ownership of FF to the Work Product.

LAWS AFFECTING ELECTRONIC COMMERCE. FF agrees that FF is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Amy and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from FF's exercise of Internet electronic commerce.

CONFIDENTIALITY. Amy will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Amy, or divulge, disclose, or communicate in any manner any information that is proprietary to FF. Amy will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Amy will return to FF all records, notes, documentation and other items that were used, created, or controlled by Amy during the term of this Agreement.

INJURIES. Amy acknowledges Amy's obligation to obtain appropriate insurance coverage for the benefit of Amy (and Amy's employees, if any). Amy waives any rights to recovery from FF for any injuries that Amy (and/or Amy's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Amy or Amy's employees.

EMPLOYEES. Amy's employees, if any, who perform services for FF under this Agreement shall also be bound by the provisions of this Agreement. At the request of FF, Amy shall provide adequate evidence that such persons are Amy's employees.

ASSIGNMENT. Amy's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of FF.

INDEMNIFICATION. Amy agrees to indemnify and hold harmless FF from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against FF that result from the acts or omissions of Amy, Amy's employees, if any, and Amy's agents.

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.

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.

AMENDMENT. No amendment, waiver, or discharge of any provision of this Agreement shall be effective against FF or Amy without the written consent of both FF and Amy.

NOTICES. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Vermont.

SIGNATURES. This Agreement shall be signed by Heather Stone, Manager on behalf of Fur Friends and by Amy Lancaster, Web Developer on behalf of Amy Lancaster. This Agreement is effective as of the date first above written.

CLIENT:
Fur Friends

By: _____
Heather Stone
Manager

Date: _____

WEB DEVELOPER:
Amy Lancaster

By: _____
Amy Lancaster
Web Developer

Date: _____