

# Web Development Contract

## Kava Culture

This Website Development Agreement ("Agreement") is being made between Kava Culture ("Client") located at 24850 S Tamiami Trail Bonita Springs, Florida, 34134 and ("Web Developer") Brandon Bang on (date) \_\_\_\_\_ to design and develop a website.

### 1. Services

The Web Developer will provide the following services:

The development of a WordPress-based site that is similar in design and features to the current Kava Culture website, integration of the site with a shipping solution, and transfer of any existing data over to the new site.

The services will include 2 revisions per site milestone, with additional revisions charged at \$120/hr. The milestones for each site are noted on the proposal document. This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

### 2. Cost and Payment

The Web Developer will charge \$4,500 for the services mentioned above as a fixed price. The payment will be divided into 2 payments for each site, with \$2,250 required to start development, and \$2,250 required within 10 days after completion of the site.

### 3. Deliverables

The Web Developer will provide the following deliverables:

- Promotional event management
- Data transfer
- Custom theme
- Shipping solution integration
- Payment transaction setup

The Client will have 3 business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and the Web Developer will continue their work.

### 4. Confidentiality

During the term of this agreement and afterward, the Web Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Developer knew before Client disclosed it; is or becomes public knowledge through no fault of Web Developer; Web Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

## **5. Termination of Agreement**

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

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Developer 10 days in advance, and pay for services already completed and for hours already worked.

## **6. Limitation of Liability**

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

## **7. Intellectual Property**

The Client will own the website and any visuals provided by the Web Developer. The Web Developer will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Developer with, and will not hold the Web Developer responsible for any third-party claims.

The Web Developer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

## **8. Dispute Resolution**

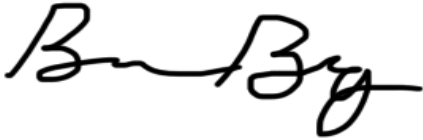
If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

## **9. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## Signatures

Signed by and on behalf of Brandon Bang

A handwritten signature in black ink, appearing to read 'Br Bang', written in a cursive style.

Signed by and on behalf of Kava Culture

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Date 

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# Botanical Brewing Co.

This Website Development Agreement ("Agreement") is being made between Botanical Brewing Co. ("Client") located at 839 Miramar St, Cape Coral, FL 33904 and ("Web Developer") Brandon Bang on (date) \_\_\_\_\_ to design and develop a website.

## 1. Services

The Web Developer will provide the following services:

The development of a WordPress-based site that is similar in design and features to the current Botanical Brewing Co. website, integration of the site with a shipping solution, and transfer of any existing data over to the new site.

The services will include 2 revisions per site milestone, with additional revisions charged at \$120/hr. The milestones for each site are noted on the proposal document. This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

## 2. Cost and Payment

The Web Developer will charge \$4,500 for the services mentioned above as a fixed price. The payment will be divided into 2 payments for each site, with \$2,250 required to start development, and \$2,250 required within 10 days after completion of the site.

## 3. Deliverables

The Web Developer will provide the following deliverables:

- Promotional event management
- Data transfer
- Custom theme
- Shipping solution integration
- Payment transaction setup

The Client will have 3 business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and the Web Developer will continue their work.

## 4. Confidentiality

During the term of this agreement and afterward, the Web Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Developer knew before Client disclosed it; is or becomes public knowledge through no fault of Web Developer; Web Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

## **5. Termination of Agreement**

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

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Developer 10 days in advance, and pay for services already completed and for hours already worked.

## **6. Limitation of Liability**

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

## **7. Intellectual Property**

The Client will own the website and any visuals provided by the Web Developer. The Web Developer will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Developer with, and will not hold the Web Developer responsible for any third-party claims.

The Web Developer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

## **8. Dispute Resolution**

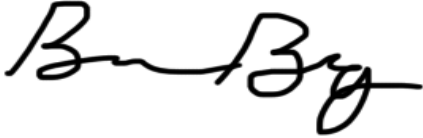
If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

## **9. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## Signatures

Signed by and on behalf of Brandon Bang

A handwritten signature in black ink, appearing to read 'Br Bang', written in a cursive style.

Signed by and on behalf of Botanical Brewing Co.

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Date 

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# Plant Tribals

This Website Development Agreement ("Agreement") is being made between Plant Tribals ("Client") located at 843 Miramar St, Cape Coral, FL 33904 and ("Web Developer") Brandon Bang on (date) \_\_\_\_\_ to design and develop a website.

## 1. Services

The Web Developer will provide the following services:

The development of a WordPress-based site that is similar in design and features to the current Plant Tribals website, integration of the site with a shipping solution, and transfer of any existing data over to the new site.

The services will include 2 revisions per site milestone, with additional revisions charged at \$120/hr. The milestones for each site are noted on the proposal document. This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

## 2. Cost and Payment

The Web Developer will charge \$3,000 for the services mentioned above as a fixed price. The payment will be divided into 2 payments for each site, with \$1,500 required to start development, and \$1,500 required within 10 days after completion of the site.

## 3. Deliverables

The Web Developer will provide the following deliverables:

- Promotional event management
- Data transfer
- Custom theme
- Shipping solution integration
- Payment transaction setup

The Client will have 3 business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and the Web Developer will continue their work.

## 4. Confidentiality

During the term of this agreement and afterward, the Web Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Developer knew before Client disclosed it; is or becomes public knowledge through no fault of Web Developer; Web Developer obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

## **5. Termination of Agreement**

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

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Developer 10 days in advance, and pay for services already completed and for hours already worked.

## **6. Limitation of Liability**

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

## **7. Intellectual Property**

The Client will own the website and any visuals provided by the Web Developer. The Web Developer will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Developer with, and will not hold the Web Developer responsible for any third-party claims.

The Web Developer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

## **8. Dispute Resolution**

If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

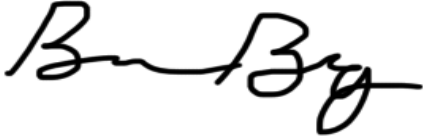
## **9. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.



## Signatures

Signed by and on behalf of Brandon Bang

A handwritten signature in black ink, appearing to read 'Br Bang', written in a cursive style.

Signed by and on behalf of Plant Tribals

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Date 

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