**WEBSITE DESIGN & DEVELOPMENT AGREEMENT**

This Website Design & Development Agreement (the **“Agreement”**) is entered into December 17th, 2018 (the **“Effective Date”**), by and between ONE LOVE ANIMAL RESCUE , (the **“Client”**) and BRIAN HARRIS JR., (the **“Developer”**), collectively “the **Parties.**”

1. **Project Description.** Client wishes to hire Developer to create a Website. The specific requirements and the details as stated by Client are as follows:
   * Complete custom rebuild of entire website using industry best practices and in conjunction with 2019 marketing campaign.
   * Website will be responsive and “mobile-friendly” with accessibility for all modern devices.
   * Maintain current features of existing websites (online application, online donations, upcoming events, list of dogs available for adoption) and existing text content.
   * The new website will be managed by Developer. Developer will assume volunteer responsibilities for keeping the website updated with new content and upcoming events.
   * The website will be designed with the ultimate goal of attracting corporate sponsors.
2. **Schedule (Optional).** The Parties agree to the following schedule:

Initial Start Date: January 1, 2019.

Complete By Date: March 30, 2019

1. **Revisions.** Client shall be entitled to unlimited revisions during development.
2. **Payment.** The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: $500.00

Upfront Fee (Due Before Project Start Date): $100.00

Remaining Balance Due (Due by Project Completion): $400.00

1. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Developer in order for Developer to complete the Website in its final form. Developer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Developer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.
2. **Ownership Rights.** Client continues to own any and all proprietary information it shares with Developer during the term of this Agreement for the purposes of the Project. Developer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Developer will customize Client’s Website to Client’s specifications, Client recognizes that websites generally have a common structure and basis. Developer continues to own any and all template designs it may have created prior to this Agreement. Developer will further own any template designs it may create as a result of this Agreement.

1. **Representations and Warranties.**

Developer. Developer represents and warrants that he/she has the right to enter into and perform this Agreement. Developer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Developer’s knowledge. In the event that Developer does not have these rights, Developer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that he/she has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Developer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Developer may experience or will take responsibility so that Developer does not experience any damages.

1. **Disclaimer of Warranties.** Developer shall create a Website for Client’s purposes and to Client’s specifications. DEVELOPER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DEVELOPER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT’S DESIRED RESULT(S).
2. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABILE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.
3. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.
4. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**“CLIENT”**

Signed: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**“Developer”**

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_