

AGREEMENT FOR WEBSITE AND DATABASE CONSTRUCTION SERVICES

THIS AGREEMENT is made in duplicate and entered into this 3rd day of August, 2015 and to take effect from this 3rd day of August, 2015 (hereinafter referred to as the “**Effective Date**”) by and between **Root Technologies TT** (hereinafter referred to as “Contractor”) and **Mr. David Bukhal** (Owner of **Original BBQ Hut**) (hereinafter referred to as “Customer”)(hereinafter referred to as the “**Agreement**”).

The Contractor and the Customer are sometimes hereinafter referred to individually as “Party” and collectively as “Parties” where the context so requires.

WHEREAS:

- A. the Contractor is engaged in the business of the provision of website and database construction services in Trinidad and Tobago.
- B. the Customer is desirous of engaging the Contractor to provide the services, more particularly described in Schedule A (hereinafter referred to as the “**Services**”).
- C. the Contractor has represented that it is capable of and is willing to provide the Services requested by the Customer.

NOW THEREFORE in consideration of the premises and the mutual undertakings and obligations contained herein the Parties agree as follows:

1. DEFINITIONS

- 1.1. Except where the context otherwise requires, the following expressions in this Agreement and its Schedules shall have the following respective meanings:

“**Agreement**” shall have the meaning ascribed to such term in the preamble.

“**Contractor**” shall have the meaning ascribed to such term in the preamble.

“**Customer**” shall have the meaning ascribed to such term in the preamble.

“**Effective Date**” shall have the meaning ascribed to such term in the preamble.

“**Party**” or “**Parties**” shall mean the Customer or the Contractor individually or collectively and shall include their successors.

“**Person**” shall mean, without limitation, an individual or corporation and shall include any successor of such entity.

“**Price**” shall have the meaning ascribed to such term in Clause 4.1.

“**Services**” shall have the meaning ascribed to such term in **Schedule A**.

“**Term**” shall have the meaning ascribed to such term in Clause 2.1.

“**Third Party**” shall mean any Person who is not a member of the Contractor’s company or affiliated with Customer’s business.

2. TERM OF AGREEMENT AND TERMINATION

- 2.1. This Agreement shall take effect from the Effective Date and shall continue in force for a period of **ten (10)** calendar weeks therefrom (hereinafter referred to as the “**Term**”)
- 2.2. If either Party wishes to terminate this Agreement for any breach of terms and conditions herein, it may do so by giving **five (5)** calendar days’ notice in writing to the other party. Any such termination shall terminate all obligations pursuant to this Agreement.

3. SERVICES AND PERFORMANCE

- 3.1. The Contractor agrees to provide from the Effective Date the Services requested by the Customer and all equipment, labour and materials for so doing.
- 3.2. The Contractor agrees to collaborate with the Customer’s children in completing the project, in order to.
- 3.3. In addition to meeting the specific standards provided for in this Agreement, the Contractor shall diligently perform the Services in accordance with generally accepted industry standards.
- 3.4. If in the sole opinion of the Customer, the Contractor has failed to perform the Services in accordance with the provisions of this Agreement, the Customer shall notify the Contractor in writing of the specific nature of the unsatisfactory performance.
- 3.5. Upon receipt of the written notice the Contractor shall have seven (7) calendar days in which to remedy legitimate complaints provided under such notice.

4. PAYMENT AND INVOICING

4.1. Payment

The Customer and the Contractor agree that as complete compensation for the cost of equipment for the physical components of the project and performance of the Services, the Customer shall pay to the Contractor a sum of **THIRTY THOUSAND, ONE HUNDRED AND THIRTY TWO DOLLARS (TT\$30,132.00)** (inclusive of Value Added Tax), more particularly described in **Schedule B** hereto (hereinafter described as “**Price**”). This Price includes a fee of **sixteen thousand and thirty two dollars (TT\$16,032.00)** for the Contractor’s Services (“**Service Cost**”) and a fee of **fourteen thousand and one hundred (TT\$14,100.00)** for purchase of the physical components of the project (“**Equipment Cost**”).

- 4.2. The Customer shall make a down-payment of twenty-five percent (25%) of the Service Cost and one hundred percent (100%) of the Equipment Cost to the Contractor to facilitate the commencement of the project.
- 4.3. The Contractor shall present copies of all receipts to the Customer.
- 4.4. If the actual cost of the equipment is lower than the estimated Equipment Cost, the Contractor shall refund the difference to the Customer. If the actual cost exceeds the estimated Equipment Cost, the Customer shall provide the difference to the Contractor.

4.5. Invoicing

The Contractor shall prepare and deliver an invoice to the Customer for all amounts payable under this Agreement. The Customer shall pay each invoice within **three (3)** calendar days after receipt.

4.6. Taxes

The Parties agree that all sums payable are inclusive Valued Added Tax (“**VAT**”). Each Party shall also be responsible for payment of all taxes imposed on such Party arising out of or relating to the performance of the Services under this Agreement.

4.7. Increased Price

In the event that the Contractor seeks to increase the Price, excluding the Equipment Cost which is to be governed by clause 4.4, during the Term of this Agreement, the Contractor shall give the Customer **7 (seven)** calendar days prior written notice. Upon receipt of the notice by the Contractor, the Customer shall have the options to accept the increase or discontinue the Services provided by the Contractor by giving the Contractor **3 (three)** calendar days’ notice of its intention.

5. **THE CONTRACTOR’S COVENANTS**

The Contractor agrees to handle cost-free maintenance for a period of six (6) months after completion of the project. Maintenance after this period shall be handled by the Contractor for a fee of \$100 per visit.

6. **FORCE MAJEURE**

Neither Party shall be liable for failure to perform the terms and conditions of this Agreement when such performance is prevented, delayed or rendered impossible by a condition of force majeure.

7. **NOTICES**

Any notices to be served on either Party shall be in writing and shall be sufficiently given by hand, mailed by registered mail, or sent by facsimile or electronic mail to the following addresses:

To the Contractor:

Mailing Address: 40 Kelvin Avenue, Block 8, Palmiste.

Email Address: roottechnologiestt@gmail.com

To the Customer:

Mailing Address: 85–89 Ciper Road, Victoria Village, San Fernando.

Email Address: originalbarbque@gmail.com

Notices will be deemed effective upon delivery for personal delivery, and twenty-four (24) hours after transmission by facsimile or electronic mail.

8. **MISCELLANEOUS**

8.1. Headings

Paragraph headings in this Agreement are for ease of reference only.

8.2. Entire Agreement

This Agreement, as it may be amended and in effect from time to time, including attachments hereto, sets forth the entire agreement and understanding of the Parties in respect of the transactions contemplated hereby and supersedes and prior arrangements relating to the subject matter hereof.

8.3. Amendment

No modification to this Agreement is valid or binding unless provided in writing and duly executed by authorized representatives of the Parties.

8.4. Severability

Each provision of this Agreement is severable and if any provision is deemed invalid, the invalidity does not impair the operation of the valid portions of the Agreement.

8.5. Non-Disclosure

The Parties agree that sensitive information shall not be revealed to any Third Party.

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the dates hereinunder written but effective as of the Effective Date.

For and on behalf of
Root Technologies

For and on behalf of
Mr. David Bukhal

Signature:
Name:
Title:
Date:

Signature:
Name:
Title:
Date:

SCHEDULE A – SERVICES

A) The Website

- Many people will be able to view the website at once.
- The website will contain features such as animated transitions, and several other effects guaranteed to entice potential customers.
- It will also contain pertinent information about the food available as well as suitable use of textual and graphical content to promote the cuisine offered.
- The website will also contain a section displaying a brief description of the establishment, highlighting its values, goals and accomplishments.
- The website will prominently feature its online ordering system, using subtle cues to point the user toward this.
- The ordering system will allow users to place multiple orders via the website, and pick the order up at a time convenient to them. Users will be able to edit orders.

B) The Database and its Local and Online Components

- Any orders placed will be sent to the web-database that is attached to the website, and will have a unique number attached to the order.
- This number will be visible to the packers, and after they have packed the order, they can press a button to print a label with the order on it, so that the boxes containing the requested food can be labeled.
- Upon pickup, the cashier will be able to mark that order as having been collected in the database from their station.

C) The Physical Infrastructure

- Pre-existing network Infrastructure such as the modem and router would continue to be utilized.
- Network Cabling will be used to connect the router to the specialized PC that will pass video signals to displays near the cashier and packers.

SCHEDULE B – PRICE

1. Web: \$12,032

-Site Design:	\$2000
-Site Development:	\$10,000
-Hosting Setup:	\$32

2. Local System: \$4,000

-Design:	\$1,000
-Development:	\$2,000
-Implementation:	\$1,000

3. Hardware Infrastructure: \$14,100

-Cabling:	\$1,000
-Screen(s):	\$6,600
-Specialized Computer:	\$5,000
-Label-Maker:	\$1,500

4. Maintenance: Six (6) months free¹

Service Cost:	\$16,032
Equipment Cost:	\$14,100
GRAND TOTAL:	\$30,132

Additional Hosting Fees apply on a monthly basis.

¹ Maintenance can be handled by Root Technologies for a fee of \$100 per visit after the six (6)month period.