

# Web Development Agreement

This Web Development Agreement (this "Agreement") is made effective as of December 5, 2015, by and between Ruth & Gideon Eden of 2765 Ember Way, Ann Arbor Michigan and Douglas Web & Graphic Designs, Inc., of 6921 Stoney Lake Lane Napoleon, Michigan. In this Agreement, the party who is contracting to receive the services shall be referred to as "Ruth & Gideon Eden", and the party who will be providing the services shall be referred to as "Douglas Web Designs".

WHEREAS, Web Developer Douglas Web & Graphic Designs, Inc. DBA Douglas Web Designs possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, Client Ruth & Gideon Eden desires to engage Web Developer Douglas Web Designs and Web Developer Douglas Web Designs accepts the engagement, to design a World Wide Web site (WordPress Web Design Project) in accordance with terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Client Ruth & Gideon Eden and Web Developer Douglas Web Designs agree as follows:

**RETENTION OF DEVELOPER.** Client Ruth & Gideon Eden hereby retains the services of Developer for the Web Design Project to be published on Client's own domain and hosting account.

**DESCRIPTION OF SERVICES.** Beginning on date of deposit received, Douglas Web Designs will provide the following services connected with the development of the Website (collectively, the "Services"):

1. Design and develop a WordPress Website that will replace the existing website at domain askabioexpert.com including the implementation of the appropriate WordPress plugins in order for the website to display website data.
2. Develop the site to replicate the received composition and as per discussed and as functionally demonstrated in the attached Appendix. The website will be a Question & Answer forum with user restrictions, custom graphics and in addition, add the user friendly functionality, responsive design and modern website tools of WordPress.
3. The development will include customizations of the plugin DW Question & Answer. (<https://wordpress.org/plugins/dw-question-answer/>)
4. Other necessary plugin choices will be selected by Douglas Web Designs for their security, credibility and update frequency.
5. Provide a 1-year, no-charge site recovery to return the site to its previous state on the date and of the specific data Ruth & Gideon Eden want restored due to a broken or "crashed" website from website 'errors in management'.
6. Create a development website environment and migrate that environment to 'live' site at the appropriate time.

**PAYMENT FOR SERVICES.** In consideration of the services to be performed by Douglas Web Designs, Ruth & Gideon Eden agree to compensate Douglas Web Designs for the services rendered as follows: Two thousand four hundred and ninety five dollars and no cents for the entire project described in Description of Services with a payment of no less than half of the project fee and balance payable upon approval by Ruth & Gideon Eden and publishing the site to the World Wide Web at domain <http://www.askabioexpert.com/> ( or domain of their own choosing – one domain only ). Ruth & Gideon Eden should be aware that a modern website is a fluid piece of technology which can and should be periodically maintained by Ruth & Gideon Eden, Douglas Web Designs or other entity that Ruth & Gideon Eden so chooses after site is published by Douglas Web Designs.

Douglas Web Designs' fees for the services specified in Description of Services, above, and for any additional services, will be charged Douglas Web Designs, payable on completion of the services specified in Payment for Services.

**PROJECT RESTART:** If the project is held up due to lack of action on your part, then a project restart fee of \$299 may be charged. This is to cover the time it will take for me to re-familiarize myself with your project, identify the next steps, and apply updates to your development site.

Any additional services not specified in Description of Services, above, will be charged to Ruth & Gideon Eden on an hourly rate basis at Douglas Web Designs's standard hourly rate of \$58.00 per hour.

**WEB HOSTING.** Ruth & Gideon Eden understand and agree that any web hosting services require a separate contract with a web hosting service. Ruth & Gideon Eden agree to select a web hosting service which allows Douglas Web Designs full access to the website. Ruth & Gideon Eden understand that Douglas Web Designs offers web hosting as a GoDaddy Reseller.

**TERM/TERMINATION.** This Agreement Expires one year from launch of website.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Douglas Web Designs is an independent contractor with respect to Ruth & Gideon Eden, and not an employee of Ruth & Gideon Eden. Ruth & Gideon Eden will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, except for provisions under the heading Bonus, for the benefit of Douglas Web Designs.

**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 Douglas Web Designs in connection with the Services shall be the exclusive property of Ruth & Gideon Eden. Upon request, Douglas Web Designs shall sign all documents necessary to confirm or perfect the exclusive ownership of Ruth & Gideon Eden to the Work Product.

**LAWS AFFECTING ELECTRONIC COMMERCE.** Ruth & Gideon Eden agree that Ruth & Gideon Eden 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 Douglas Web Designs and its subcontractors from any cost, claim, suit, penalty, tar, or tariff, including attorneys' fees, costs, and expenses, arising from Ruth & Gideon Eden 's exercise of Internet electronic commerce.

**CONFIDENTIALITY.** Douglas Web Designs will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Douglas Web Designs, or divulge, disclose, or communicate in any manner any information that is proprietary to Ruth & Gideon Eden. Douglas Web Designs 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, Douglas Web Designs will return to Ruth & Gideon Eden all records, notes, documentation and other items that were used, created, or controlled by Douglas Web Designs during the term of this Agreement.

**EMPLOYEES.** Douglas Web Designs's employees, if any, who perform services for the Ruth & Gideon Eden under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Ruth & Gideon Eden, the Douglas Web Designs shall provide adequate evidence that such persons are Douglas Web Designs' employees.

**ASSIGNMENT.** Douglas Web Designs' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Ruth & Gideon Eden.

**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 Ruth & Gideon Eden or Developer without the written consent of both Ruth & Gideon Eden and Developer.

**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.

**BONUS and TIME FRAME.** There are no bonus agreements – site development time is estimated to be complete within a time period of 3-5 weeks.

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

**SIGNATURES.** This Agreement shall be signed by Ruth and/or Gideon Eden and by Paul Douglas, Developer on behalf of Douglas Web & Graphic Designs, Inc.. This Agreement is effective as of the date first above written.

**CLIENT:**

Ruth & Gideon Eden.

By: \_\_\_\_\_  
Ruth and/or Gideon Eden

**WEB DEVELOPER:**

Douglas Web & Graphic Designs, Inc.

By: \_\_\_\_\_  
Paul Douglas  
Developer