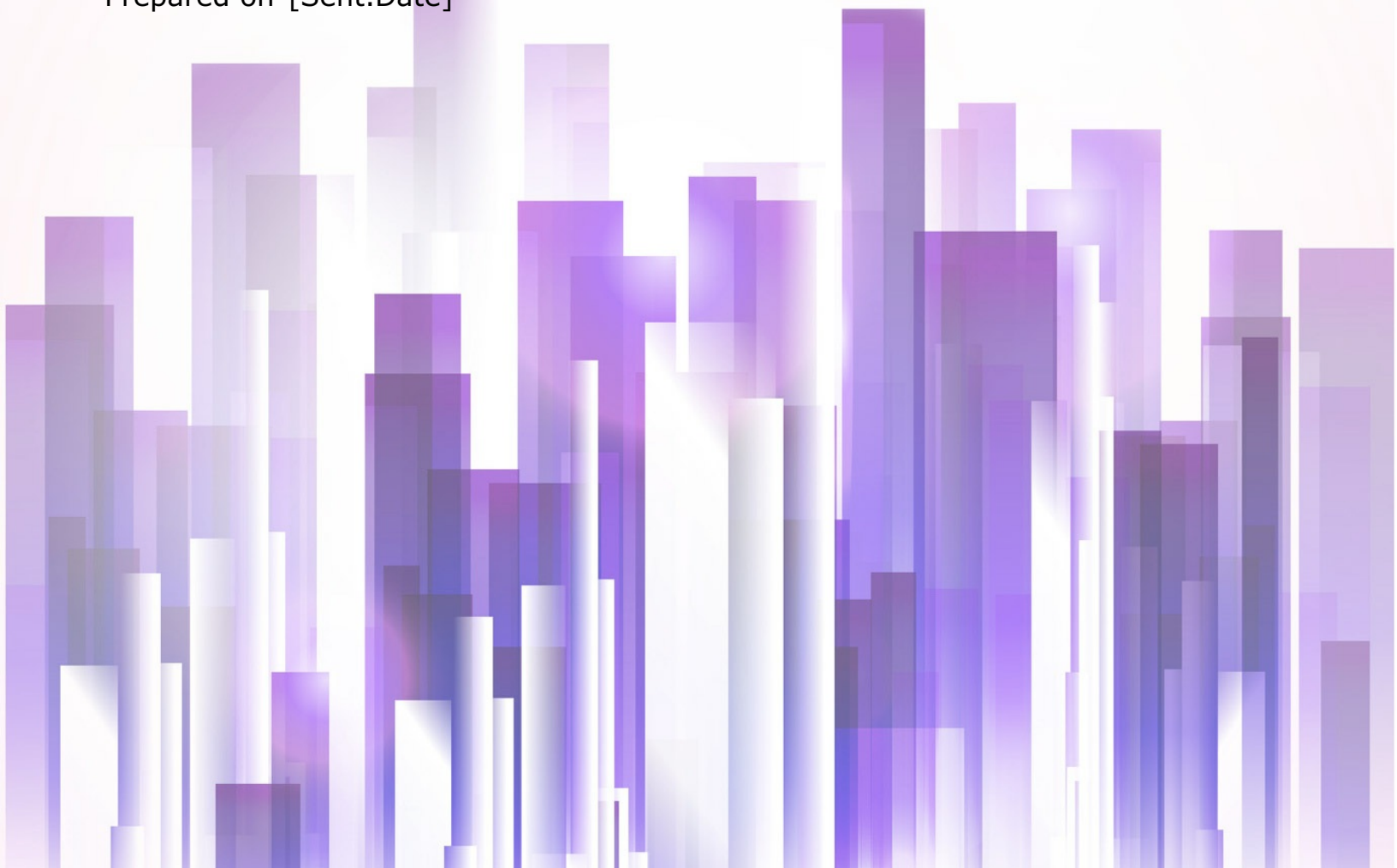


Web Design Agreement Template

Prepared by [CompanyName]
Prepared on [Sent.Date]



This Web Design Agreement is entered into as of [Date] by and between [CompanyName] having its principal place of business located at [Address] (the "Designer") and [ClientName] having its principal place of business located at [Address] (the "Client"), both of whom agree to be bound by this Agreement.

WHEREAS, the Client has conceptualized a website, as described on Exhibit A attached hereto (the "Website") and desires to hire the Designer, who is engaged in the business of website development, to design such Website.

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth the Company and the Designer hereto (each individually a "Party" and collectively the "Parties") agree as follows:

1. WEB DESIGN SERVICES.

The Designer shall develop all deliverables required to implement the Website as described on Exhibit A attached hereto (the "Services").

2. FEES AND EXPENSES.

2.1. Fees. The Client shall pay the Designer on an hourly basis at a rate of [Rate] per hour. The Client shall provide a retainer of [RetainerAmount] to the Designer on or before the fifteenth (15th) day following receipt of each monthly invoice against which it will bill for the Services.

2.2. Expenses. The Designer may incur costs (including but not limited to travel, lodging, and other costs incidental to the Services) for which it shall be reimbursed by the Client. The Designer will obtain approval from the Client prior to incurring such costs.

2.3. Invoicing. The Designer shall provide an invoice to the Client within the first five (5) business days of each month describing the hourly fees incurred the previous month and approved costs incurred. The Designer will first account for such fees by applying amounts from the retainer held and request any additional amounts required in excess of such retainer. Invoices shall be due and payable

within fifteen (15) days of receipt.

3. TERM AND TERMINATION.

This Agreement shall last from the date of execution to the completion of the Services, as described herein. The Client may terminate this Agreement for any reason with fifteen (15) days notice to the Designer. Upon such notice of termination, the Designer will provide an invoice to the Client outlining all costs incurred to the point of such notice. Such costs shall be due and payable upon termination. The Designer may withhold any deliverables pursuant to the Services until such payment is made in full.

4. DELIVERY.

The Designer shall deliver all deliverables pursuant to the Services as described on Exhibit A. If the Website as delivered does not conform with the specifications described on Exhibit A, the Client shall within fifteen (15) days of the date of delivery notify the Designer in writing of the ways in which it does not conform with such specifications. The Designer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity. If such notice is not received within fifteen (15) days the Website shall be deemed to conform entirely with the specifications described on Exhibit A.

5. CHANGE IN SPECIFICATIONS.

The Client may request that changes be made to the specifications outlined on Exhibit A, or other aspects of the Agreement and tasks associated thereto. If the Client requests such a change, the Designer will use its best efforts to implement the requested change at no additional expense to the Client and without delaying delivery of the Website. In the event that the proposed change will, in the sole discretion of the Designer, require a delay in the delivery of the Website or would result in additional expense to the Client, then the Client and the Designer shall confer and the Client shall, in its discretion, elect either to withdraw the proposed change or require the Designer to deliver the Website with the proposed change and subject to the delay and/or additional expense.

6. PROPRIETARY RIGHTS.

The Client shall be the owner of all right, title, and interest in any intellectual property in the Website and the Services shall be deemed a Work Made For Hire in accordance with the Copyright Act, as amended from time to time. The Designer acknowledges and agrees that the Website will contain valuable proprietary rights and disclaims all rights in such rights. The Designer hereby assigns to the Client without further compensation all of its right, title, and interest in the Website and any and all related intellectual property rights thereto.

7. INTELLECTUAL PROPERTY WARRANTY.

The Designer warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. The Client warrants and represents that any content provided to the Designer to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify the Designer against any claim that results from the provision of such allegedly infringing content.

8. JURISDICTION AND VENUE.

This Agreement shall be construed with and governed by the substantive laws of the State of [State]. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in [County] County, [State], and said state and federal courts for the State of [State] shall be the only appropriate jurisdiction and venue for such claim or controversy.

9. NO WAIVER OR MODIFICATION.

No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change signed by both Parties.

IN WITNESS WHEREOF, each of the Parties has executed this Stock Subscription Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

[Sender.Company]	[Client.Company]
<div>Signed By: [Sender.FirstName] [Sender.LastName]</div> <div></div> <div></div> <div>Date:</div>	<div>Signed By: [Client.FirstName] [Client.LastName]</div> <div></div> <div></div> <div>Date:</div>