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7/26/23

Jeremiah Wheeler

AppleJuice iRepair

Website Design and Development Contract

This Website Design and Development Contract (the "Contract") is made and entered into as of July 29th, 2023 (the "Effective Date") by and between Joshua Gaither (the "Developer") and Jeremiah Wheeler (the "Client") for the provision of website design and development services, subject to the terms and conditions set forth herein.

1. Scope of Work: The Developer agrees to design and build a professional website for AppleJuice iRepairs. The website will include The landing page, and all pages required to layout the scope of services and pricing that AppleJuice iRepair provides. The website will be designed and developed within an agreed-upon budget.

2. Timeline and Project Completion:

a.) The development of the website is expected to be completed within a period of 2 to 3 weeks from the Effective Date. However, the exact timeline may vary depending on the complexity of the project, scope changes, or other unforeseen circumstances. The Developer shall make every reasonable effort to adhere to the agreed-upon schedule and shall keep the Client informed of any significant changes to the timeline.

b.) The Client acknowledges and agrees that certain factors beyond the Developer's control may impact the project's completion date. In such cases, the Client agrees to grant the Developer a reasonable extension of time to complete the project. The Developer shall promptly communicate any potential delays to the Client, providing reasons and a revised estimated completion date.

c.) Both parties agree to work collaboratively to minimize any delays and ensure the successful and timely completion of the project. The Client acknowledges that any necessary revisions, feedback, or content delivery delays may also impact the project timeline. To facilitate the efficient completion of the project, the Client commits to providing timely feedback, content, and approvals as required.

d.) Notwithstanding any delays, the Client affirms its understanding and acceptance that the quality and standard of work shall not be compromised, and the Developer will strive to deliver a fully functional and professionally designed website.

e.) By signing this Contract, the Client indicates its understanding and acceptance of the potential for variations in the project timeline, subject to reasonable efforts from the Developer's end. The Developer shall make every reasonable effort to complete the project as promptly as possible while maintaining the quality of work.

3. Payment Terms: The Client agrees to compensate the Developer at a rate of $25 per hour for a maximum of 60 hours of website design and development services. The payment will be structured as follows:

   a) A $300 deposit shall be paid upon the execution of this Contract.

   b) The balance of the hourly pay will be settled upon the satisfactory completion and delivery of the website.

4. Client's Responsibilities: The Client agrees to provide all necessary materials, content, and information required for the website development, including logos, images, and any specific text or branding requirements.

5. Usage Rights and Portfolio Display:

   a.) The Developer retains the right to include the completed website for AppleJuice iRepairs in their professional portfolio, website, and other promotional materials for showcasing their skills and expertise.

   b.) The Developer may also mention the project on their resume and in interviews as part of their professional experience.

   c.) The Client grants the Developer a non-exclusive, royalty-free, worldwide license to display and promote the completed website for AppleJuice iRepairs on the Developer's portfolio website, social media accounts, and any other relevant platforms.

   d.) The Developer agrees not to claim ownership of the AppleJuice iRepairs business or use the website in any way that could be misleading or misrepresent the relationship between the Developer and AppleJuice iRepairs.

   e.) The Developer shall ensure that any materials used for portfolio display shall be limited to non-sensitive, non-confidential, and publicly available aspects of the website.

   f.) If the Client has any concerns regarding the inclusion of specific content or design elements in the Developer's portfolio, they must communicate such concerns in writing before the website's launch.

   g.) By signing this Contract, the Client acknowledges and agrees to the Developer's right to include the completed website for AppleJuice iRepairs in their portfolio and resume, as described in this section.

6. Intellectual Property: Upon the successful completion and full payment of the agreed-upon fee, the Developer transfers all intellectual property rights of the website design and development to the Client. Until full payment is received, the Developer retains ownership of all materials, concepts, and drafts related to the project.

7. Revisions and Changes:

   a.) The Client acknowledges the Developer's commitment to accommodating reasonable revisions and changes to the website during the development process. Such revisions include minor design adjustments, animations, and other simple website design features. The Developer shall make every effort to implement these revisions promptly, without incurring any additional costs.

   b.) However, the Client understands that certain changes, such as the addition of an online store or any significant new features not initially outlined in the scope of work, may considerably alter the project's complexity. As a result, such requests will be treated as separate and distinct from the original project.

   b.1) Should the main website be completed in under 60 hours, the Developer commits to utilizing the remaining time, not exceeding 60 hours in total, to develop the agreed-upon project, which includes the online store.

   c.) For major additions or functionalities outside the initial scope of work, the Developer and the Client shall discuss the specific requirements and assess the associated costs and time implications. The Client will be provided with a separate proposal detailing the additional charges and any extension of the project timeline required for implementing these new features.

   d.) The acceptance of the proposal and its terms will be contingent upon the mutual agreement and written approval of both parties.

   e.) The Developer reserves the right to treat significant changes as a new project, distinct from the original scope, and may require a separate agreement to be drafted and executed accordingly.

8. Termination: Either party may terminate this Contract in writing if the other party breaches any material term or condition of this Contract. In such cases, the terminating party shall provide a notice of the breach and allow a reasonable period for the other party to remedy the breach.

9. Confidentiality: Both parties agree to keep all information exchanged during the course of the project confidential and not disclose it to any third parties without prior written consent.

10. Limitation of Liability: The Developer shall not be liable to the Client or any third party for any damages, including but not limited to direct, indirect, incidental, or consequential damages arising from the use of the website or any services provided under this Contract.

11. Governing Law: This Contract shall be governed by and construed in accordance with the laws of North Carolina, without regard to its conflict of laws principles.

12. Digital Signature Clause:

a.) The parties agree that this Contract may be executed and delivered by electronic means, including but not limited to scanned copies, electronic signatures, or any other secure electronic method. Such electronic signatures shall have the same legal effect as original signatures.

b.) By signing below or by providing their electronic signature, each party acknowledges that they have read and understood the terms and conditions of this Contract and intend to be legally bound by its content.

c.) The Client and the Developer agree that electronic signatures exchanged via email or any other electronic communication shall be considered valid and binding, and each party shall not contest the authenticity or enforceability of any signature solely on the grounds that it is in electronic form.

In witness whereof, the parties have executed this Website Design and Development Contract as of the Effective Date.

Joshua Gaither

Signature: <u>Joshua Gaither</u>

Date: <u>July 26th, 2023</u>

Jeremiah Wheeler

Date: _____8/9/2023_____

Signature: