

# LETTER OF AGREEMENT

### **TERMS**

This letter, of *September 6*, 2011, serves to confirm an agreement between Pip Clews of Film Barn Studios/Pip Productions, LLC in South Berwick, ME [CLIENT] and Joshua Marsh, Freelance Web Developer of Chicago, IL [CONTRACTOR].

CONTRACTOR agrees to provide CLIENT with web development services for the purpose of creating a local website as part of a DVD production by Pip Productions, LLC. Final files will be supplied to CLIENT in the following format: Zip file containing all source and support files (appropriate to stand alone on DVD and function locally on computer – MAC and PC.)

In exchange, CLIENT agrees to compensate CONTRACTOR in the amount of \$700 within 30 days of receipt of invoice from CONTRACTOR. CONTRACTOR may submit invoice upon final delivery of all components of the project and after acceptance and approval by CLIENT.

Project shall be completed and all files received by CLIENT on or before 11:59 p.m. EST September 8, 2011, provided that all necessary files have been supplied to CONTRACTOR by 10 a.m. EST. September 7, 2011. If delays are expected, either party agrees to notify the other as soon as concern of a delay arises. In such case, CONTRACTOR and CLIENT will make a good faith effort to overcome delays or other obstacles together and find mutually exclusive terms to continue this CONTRACT, the details of which will be confirmed in writing and affixed to this CONTRACT as amendments.

This CONTRACT expires at 12:01 a.m. on December 31, 2011.

## PROJECT DETAILS

As part of the project *The Power of Teacher Teams DVD*, CLIENT requests and CONTRACTOR agrees to provide the following services:

Creation of website/interactive PDF directory to be housed on a DVD-ROM. Web project is inclusive of:

- 1) Creation of approximately 50 web pages, modeled on previously designed Photoshop files (provided by CLIENT), with links back to DVD's Main Menu (if deemed possible.)
- 2) Creation of links to approximately 85 PDF documents that will open in web browser or default PDF viewer.
- 3) Creation of approximately 20 links from within PDF documents to other PDF documents.
- 4) Addition of links to PDF documents back to website and/or DVD menus, as needed.
- 5) Creation of links to seven video clips to open and play in default media player.
- 6) Assistance in determining best programming method(s) and functionality.
- 7) Other links or functions deemed necessary during development and/or review that are critical to the effective functioning of the site and its interaction with the DVD menus.

#### PROCESS

- 1) CLIENT agrees to provide all necessary files (PSD and PDF) to CONTRACTOR via the Internet.
- 2) CONTRACTOR agrees to send one test file to CLIENT to demonstrate successful programming and so that CLIENT may test DVD menu interaction with the web file.
- 3) Once this files is approved, CONTRACTOR will continue programming and implementation of site and send test version to CLIENT.
- 4) CLIENT will test and confirm, making any requests for revisions.
- 5) CONTRACTOR will revise as requested and send final files for approval.
- 6) This process (from Step 4) will continue until final project is completed and approved.

# CONFIDENTIALITY and OWNERSHIP

CONTRACTOR agrees to maintain strict confidentiality regarding all materials sent to him/her by CLIENT, understanding that some or all of these materials may be proprietary in nature. CONTRACTOR agrees to discard and/or destroy all files pertaining to this project upon final transfer to and acceptance of project by CLIENT. This work shall be considered WORK FOR HIRE and CONTRACTOR shall not be eligible for any further compensation for this project beyond that outlined in this CONTRACT.

### **SOLE CONTRACT**

This letter represents the sole CONTRACT on this matter between CLIENT and CONTRACTOR and the signatures below confirm this agreement. Should the scope of the project change from that outlined above, the contract will be revised accordingly and re-signed to incorporate these changes.

CONTRACTOR: Joshua Marsh, Freelance Web Developer – Chicago, IL	Date	
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CLIENT: Christiana Clews, Pip Productions, LLC - South Berwick, ME	Date	