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June 30, 2020  
Michael Turner  
Squad One Ambulance LLC  
463 Summit Ave, Carlstadt NJ 07072

**Confirmation of Engagement**  
Job No.: **12112007**

**Project Title/Description:** *Real Estate Website for Mr. Michael Turner*

6 section design (Home, How It Works, Exclusive Listings, Resources, Blog, Contact), Works on all modern browsers (IE9+, Latest Build of Firefox, Chrome and Safari). No mobile support.

**Schedule:** **Preliminary Designs:** 07/07/2020, **Final Design:** 07/24/2020


**Copyright Usage:** The rights granted to Client are for the usage of the Final Design in its original form only. Client may not modify the Final Design. Client shall have: Nonexclusive rights, unlimited duration, worldwide, electronic use, this website only. All other rights to be negotiated separately.

**Fee:** Hourly Rate of \$50. Payment for first 3 hours due at signing. Work Time-Tracking Software Provided to Client as Proof.

**TERMS**

- Reservation of Rights:** All rights not expressly granted above are retained by the Designer. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
- Revisions:** Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after 3 preliminary design revisions, and for additions to project scope.
- Payment Schedule:** Fifty percent (50%) upon project commencement, remaining upon project completion.
- Payment Terms:** Payment due Net Fifteen (15) days from issuance of invoice. A one and one half (1.5%) monthly service charge will be billed against late payments. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement.
- Cancellation Fees:** In the event of Cancellation, Designer will be compensated for services performed through the date of cancelation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
- Credits and Promotion:** A credit line suitable to the design of the pages will be used. Client agrees to pay an additional fifty percent (50%) of the total fee, excluding expenses, for failure to include credit line. Designer reserves the right to include screen shots of the completed work in his portfolio.
- Preliminary Works:** Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
- Permissions and Releases:** The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- Miscellaneous:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of California and courts of such state shall have exclusive jurisdiction and venue.

**This Agreement must be signed and returned before Designer can schedule or begin this job.**

Signature 	Print Designer Name <b>Umeesha Nethmi D'Alwis</b>	Date <b>June 30, 2020</b>
Client Signature	Print Client Name <b>Michael Turner</b>	Date <b>June 30, 2020</b>