Letter of Agreement

Web Developer
Raul Luna, Jr
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Client
John McCormick
Airsopure LLC
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Contract
Confirmation of Engagement Job No.: 101
Project Description: Customize website design
Schedule:
      Preliminary Designs: two (2) weeks after signed contract date
      Final Design: one (1) week after Preliminary Design date
Copyright Usage: The rights granted to Client are for the usage of the Final Design in its original form only.
Fee: $1,000.00
TERMS:

1) **Reservation of Rights:** All rights not expressly granted above are retained by the Developer, including any electronic rights or usage, and including, but not limited to, all rights in sketches, comps or other preliminary materials. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

2) **Revisions:** Revisions may be made only by the Developer at the Preliminary Design phase. Additional fees will be charged for revisions made after one (1) preliminary design revisions, and for additions to project scope. Note that any major revisions or additions could extend the final completion date and additional fees.

3) **Payment Schedule:** Fifty percent (50%) upon project commencement, twenty-five percent (25%) upon Preliminary due date, remaining upon project completion.

4) **Cancellation Fees:** In the event of Cancellation, Developer 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 Developer and all original art must be returned, including sketches, comps, or other preliminary materials.

5) **Preliminary Works:** Developer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Developer within thirty (30) days of completion of the project and all rights in and to any Preliminary Works shall remain the exclusive property of Developer.

6) **Permissions and Releases:** The Client agrees to indemnify and hold the Developer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work 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.
7) **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 an instrument in writing signed by both parties, except that the Client may authorize expenses or revisions orally. No terms attached to any check for payment under this Agreement can modify the Agreement except under an independent instrument in writing signed by both parties. 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 Michigan and courts of such state shall have exclusive jurisdiction and venue.

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

Raul Luna, Jr.   John McCormick

Web Developer Signature / Date   Client Signature / Date