

Evergreen Web Design, LLC

Standard Website Development Contract

This Agreement is made this **9th** day of **October, 2015**, between **Foster Family Dental**, ("Client"), having his principal place of business at 27905 Meadow Drive, #5, Evergreen, Colorado 80439 and Evergreen Web Design, having his principal place of business at 30623 Suncreek Drive, Evergreen, Colorado 80439.

In consideration of Client retaining Evergreen Web Design to develop, design and layout a World Wide Website for Client, it is agreed as follows:

I. Authorization

The above named client is engaging Evergreen Web Design as an independent contractor for the specific project of developing and/or improving a World Wide website to be installed on the client's Web space located on an Internet Service Provider's (ISP) computer. The client will establish a separate contract for hosting the Website. The client hereby authorizes Evergreen Web Design to access this account.

2. Warranties by Evergreen Web Design

Evergreen Web Design represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

3. Standard Website Products and Services

- E-mail/phone consultation: (Initial planning/development consultation is free) Up to 2 hours total general Internet orientation education, marketing strategy, and Web design consultation.
- Telephone long distance: Charges are in addition to rates quoted. Additional education and consultation is at the hourly rate of \$50.00.
- Text: Final text shall be supplied by the Client (200 words per page approximate maximum if not supplied via diskette. Web pages of more than 1,200 words of text may be subject to additional fees for increased formatting time.)
- Links: Dependent upon package.
- Custom graphics: Company logo or other top-of-page graphic, bullets, lines, colored or textured background are included.
- Additional photos and graphic images: These should be supplied by Client. Additional charges may apply for photography services.
- Upload of completed website to server is included.
- Minor updates and changes to existing Web pages for one year (includes up to one hour per page total, subject to the limits outlined below).
- Initial Marketing of registration to the top 10 search engines AltaVista, Excite, HotBot, Infoseek,, Info Space, Lycos, Northern Light, Web Crawler, What-U-Seek, and Yahoo!. At no time does Evergreen Web Design promise or imply that we guarantee client's website a certain rating in the search engines.

4. Fees and Maintenance

Evergreen Web Design will execute this website design as communicated via e-mail, fax and U.S. Postal mail.

5. Maintenance

This agreement includes minor Web page maintenance over a one-year period up to an average of one hour per site, including updating links and making minor changes to a sentence or paragraph. It does not include

removing nearly all the text from a page and replacing it with new text. If the client or an agent other than Evergreen Web Design attempts to update the client's pages, time to repair the Web pages will be assessed at the hourly rate of \$50.00, and is not included as part of the updating time.

6. Tracking Service

If the Client chooses to employ Mile High Online as its hosting service, there will be statistical information pertaining to the traffic at their Website included with the hosting service. This information is updated weekly on Sunday.

7. Payment

All services agreed to in this contract, shall be sold as a package for the price specified at the end of this document. Payment shall be by cash, check, money order, accepted credit card or PayPal in US dollars, and made payable to Evergreen Web Design.

8. Payment Terms

A minimum deposit of fifty percent (50%) is required to commence work. The site will then be put online or printed out for the client's viewing. During this proofing stage, typographical errors, design changes, and other corrections will be made according to the instructions of the client. Payment for the site must be made in full before the site will be moved to the client's domain.

9. Completion Date

Evergreen Web Design and the client must work together to complete the website in a timely manner. Much of this depends on receiving the appropriate images and text from the client. I agree to work expeditiously to complete the website no later than **December 15, 2011**.

10. Assignment of Project

Evergreen Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

11. Additional Expenses

Client agrees to reimburse Evergreen Web Design for any additional expenses necessary for the completion of the work. Examples would be: purchase of special fonts, stock photography etc.

12. Additional Services

Any revisions, additions or redesign client wishes Evergreen Web Design to perform not specified in this document shall be considered "additional" and will require a separate Agreement and payment.

13. Copyrights and Trademarks

The client represents to Evergreen Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Evergreen Web Design for inclusion in Web pages are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Evergreen Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the client.

14. Limited Liability

Client hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server, Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity, and any infringement of privacy or libel.

Client hereby agrees to indemnify and hold harmless Evergreen Web Design from any claim resulting from Client's publication of material or use of those materials. Evergreen Web Design may or may not give notice before deactivating the use of an account which we decide is an abusive or unethical use of, or a potentially illegal use of the Web Hosting account or host server. Client hereby agrees to indemnify and hold harmless Evergreen Web Design in any claim resulting from the submission of illegal materials. Under no circumstances, including negligence, shall Evergreen Web Design, its offices, agents or anyone

else involved in creating, producing or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use Evergreen Web Design's services; or that results from mistakes, omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation or of performance, whether or not limited to acts of God, communication failure, theft, destruction or unauthorized access to Evergreen Web Designs' records, programs or services. Client maintains sole responsibility for data backups and restoration. Client hereby acknowledges that this paragraph shall apply to all content on Evergreen Web Designs' services.

Notwithstanding the above, Client's exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this Agreement and any reasonable attorney's fee and court costs.

15. Indemnification

Client agrees that it shall defend, indemnify, save and hold Evergreen Web Design harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against Evergreen Web Design, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by Client, its agents, employee or assigns. Client agrees to defend, indemnify and hold harmless Evergreen Web Design against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with Evergreen Web Designs' service, any material supplied by Client infringing on the proprietary rights of a third party, copyright infringement, and any defective product which Client has sold in the Web Design.

16. Laws Affecting Electronic Commerce

The Client agrees that the Client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Evergreen Web Design and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's use of Internet electronic commerce.

17. Copyright to Web Pages

Copyright to the finished assembled work of Web pages produced by Evergreen Web Design is owned by Evergreen Web Design. Upon final payment of this contract, the client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, work-up files, and computer programs are specifically not transferred to the client, and remain the property of their respective owners. Evergreen Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

18. Authorship Credit

Client agrees that Evergreen Web Design may make a method available through the Client's Website for visitors to make contact with Evergreen Web Design.

19. Non-Disclosure

Evergreen Web Design, his employees and subcontractors agree that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever.

20. Cancellation

In the event that Work is postponed or canceled at the request of the Client by registered letter, Evergreen Web Design shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's notification to stop work. In the event of cancellation, the Client shall also pay any expenses incurred by Evergreen Web Design and Evergreen Web Design shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

21. Refund Policy

If the client applies by a registered letter for a refund within 15 days of signing this contract, work already completed shall be billed at the hourly rate of \$50.00 and deducted from the initial payment. If the work

that has been completed is beyond the amount covered in the initial payment, the client shall be liable to pay for all work completed at the hourly rate of \$50.00.

22. Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof the Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of Evergreen Web Design.

23. Payment of Fees

In order for Evergreen Web Design to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. Evergreen Web Design reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process. This agreement becomes effective only when signed by Evergreen Web Design. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Jefferson County, Colorado, and any dispute will be litigated or arbitrated in Jefferson County, Colorado. Please pay on time.

24. Entire Understanding

This contract constitutes the sole agreement between Evergreen Web Design and the Client regarding its Web Design Service. It becomes effective only when signed by both parties. This agreement shall be governed and construed in accordance with the laws of the State of Colorado.

<u>Costs:</u>	
Domain name registration & setup fee.....	\$0
Initial fee for project (50% deposit).....	\$
Amount due upon completion.....	\$
Hosting fees.....	\$0
Total due to commence development.....	\$

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client:



Robert H. Means
Evergreen Web Design

Date

10.09.15

Date