

## Good Faith Effort - Inquiry Into Driving Record

This Document Pertains To Driver Shawn Simmons Whose Social Security Number is \*\*\*\*\*

## **WEBSITE DESIGN AND DEVELOPMENT AGREEMENT**

This service agreement (Agreement) is intended as a legally binding agreement between Shawn Simmons with Arrowleaf Technologies, LLC, a Florida business located at 8024 Old County Road, New Port Richey, Florida 35653 (Developer) and Fred Simcic with TMFS Corporation, a Florida business located at PO Box 1697, Oldsmar, Florida 34677 (Client), collective known as "Parties".

### **WHEREBY:**

The Client hereby has agreed and retains the services of the Developer to design and develop the TMFS Administrative Web Services Application (Website) and the Developer is interested in undertaking such work. Client and Developer mutually desire to set and agree to the following terms and conditions as listed.

### **SCOPE OF WORK:**

The purpose of the Website is to allow Administrative Consultants to manage Driver and Vehicle accounts hosted by vehiclefilesonline.com and driversfilesonline.com, currently hosted products owned by the Client. The complexity of the design of this website will be met with ongoing design and support as needed. Proposed design components will be ongoing until the Client is satisfied the Website works according to specification.

### **DEVELOPER REQUIREMENTS:**

Client hereby retains the services of Developer to design and develop the Website and necessary additional items as listed in accordance with the proposal submitted from Developer to Client.

Changes to the Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.

Developer agrees to notify Client if any risks or scheduled delays may take place effecting delivery dates and presentation of the final Website.

Developer agrees to personally present said Website on and agreed date at a location suitable to both Parties for final approval and acceptance by Client.

Developer agrees to ongoing support of Website after initial launch for a period of one (1) year. A new support agreement will be drawn for any subsequent time beyond the one (1) year period.

Client shall provide Developer with appropriate space and resources for such a presentation to take place.

Developer is in agreement to maintain a copy of the client's Website on an offline server as a backup to the live site.

Any and all modifications are expected to be completed within a reasonable number of business days of Developer's acknowledgment depending on the level of repair or maintenance request.

Developer agrees to provide reasonable access to any parties authorized by the Client for purposes of Website audits, updates or modifications.

### **DESIGN:**

Developer agrees to attain design approval from Client prior to beginning development by submitting detailed design mock-ups Client review.

Website will not contain any of the following unless previously agreed upon between both Parties:

1. Any destructive, crude, insulting, harassing, violent, sexual or any other inappropriate material.
2. Any invisible fields or pages.

All materials to be supplied by Client must be provided with compatible file types and sizes.

Until final approval, not portions of Website will be made available to end users without the credentials (username, password).

Upon completion and approval of its final Design, or upon termination of Agreement, whichever occurs earlier, Developer shall deliver any and all materials developed in the course of its performance under this Agreement and any other items deemed necessary for the operation of TMFS Administrative Services.

Documentation shall be delivered in either printed or electronic format as agreed by the Parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.

Developer agrees they shall maintain Website backup and one set of the final materials provided for a term up to two (2) years.

If the Agreement is terminated prematurely or after the agreed backup term, Developer will destroy any and all copies, files and documents related to the Website development services agreement.

### **PRICING:**

The price for the Development of the Website is \$9,000.00 US Dollars for which half (\$4,500.00) will be due prior to the beginning of work and will be non-refundable.

The second half for the price of the Website (\$4,500.00) will be due upon completion of the site as outlined in this Agreement.

### **TERMINATION:**

Client may terminate this Agreement at any time providing written notice via email or certified mail to the Developer. The Developer may cancel this agreement in the same manner if necessary. In the event that this Agreement is canceled by either party, Developer shall issue a final invoice for any unbilled time or materials. Client agrees to pay the final invoice according to the terms of this Agreement.

**CONFLICT RESOLUTION:**

The Agreement shall be governed by the prevailing laws of Pasco County, Florida, United States. Should any conflicts arise related to the Agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

**ACCEPTANCE:**

By signing below, the Parties hereby enter into this binding Agreement with one another.

Arrowleaf Technologies, LLC		TMFS Corporation
Date:		Date:
Shawn Simmons		Fred Simcic