

# Contract

## AGREEMENT

This Agreement (the "Agreement") is made between the aforementioned client ("Randell Drane") and The Developer ("Wedefegerson Desir") (collectively referred to as the "Parties").

The Parties agree as follows:

- 1. CLIENT REPRESENTATIONS:** Client represents and warrants that the text and brand names provided to The Developer for the Logos are owned or licensed by Client, and that Client is authorized to use and display such items in the manner contemplated by this Agreement. Client agrees to indemnify, defend and hold harmless The Developer and any subcontractors from and against any claim, loss, damage, expense or liability (including attorney's fees and costs) that may result in whole or in part, from: i) any infringement or any claim of infringement, of any trademark, copyright, trade secret, or negligence arising from any of the text and brand names provided by Client, ii) any claim by a third party regarding any services or products sold or otherwise distributed by Client, its employees or agents, or iii) any claim, suit, penalty, tax or tariff arising from Client's use of the Internet or electronic commerce.
- 2. INFORMATION PROVIDED BY CLIENT:** Any information, suggestions or ideas supplied by the Client to The Developer relating to the subject matter of this Agreement may be considered confidential or secret, per Non-Disclosure Agreement.
- 3. COMPENSATION & ADDITIONAL FEES:** An initial deposit of **25%** of the total cost of the project will be required before any work can be started. At the current rate this cost will total to **(\$245 USD)**. Upon completion of the project all invoices are due within 30 days of receipt. Additionally, late payments by the client will accrue a **2%** service charge on the remaining balance each month it is late.
- 4. EXPENSES:** Client agrees to reimburse The Developer for all reasonable expenses authorized in advance by Client and incurred in connection with this Agreement including, but not limited to, special graphics, special photography, special software, special fonts, travel expenses, and other expenses.
- 5. CANCELLATION:** Client may cancel the Agreement by providing written notice to The Developer. In the event of cancellation, ownership of all copyrights and any original artwork, programming or other brand elements developed by The Developer shall be retained by The Developer. In the event that a project is terminated by the Client, the initial deposit will be kept as compensation for work done, and for the opportunity costs associated with having accepted the project.
- 6. INDEPENDENT CONTRACTOR:** The Developer is an independent contractor and not an employee of the Client, and, unless otherwise stated in this Agreement, is not entitled to any of the benefits normally provided to the employees of Client.
- 7. CONTINUING OBLIGATIONS:** Notwithstanding the termination of this Agreement for any reason, the provisions of Sections 10, 1 and 5 of this Agreement will continue in full force and effect following such termination.
- 8. TIME OF COMPLETION:** The Developer will take all reasonable actions to complete this project within any mutually established timeline. Client acknowledges delays in the Client approving or sending materials may slow completion of services. In the case of delays, The Developer will take reasonable action to complete the project within the originally projected timeline. However, Client accepts that The Developer may have to suggest a revised timeline to accommodate the delays incurred. If The Developer has requested information and, upon a follow up inquiry, has not received a response, The Developer may choose to delay the contract due to other obligations. If The Developer has requested

information, followed up, and has not received a response within 30 days, The Developer will consider the contract complete and will bill the client for the full project at the 9 week close date.

**9. MODERN BROWSERS:** Web design and development work will be built to look good across major modern mobile devices and desktop browsers, including the latest releases of Mozilla Firefox, Safari, and Chrome. Deprecated browsers, such as earlier versions of Internet Explorer, will not be supported, unless specifically noted. Backwards compatibility takes time, and as such will be reflected in the estimate.

**10. OWNERSHIP:** Unless paid for by the client, The Developer will own all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. When the payment terms are completed, The Developer agrees to assign and transfer to the Client the rights to the designs, texts and/or code which make up the deliverables paid for by the Client. Client agrees to grant to The Developer and any subcontractors that work directly on this project a limited non-exclusive license to display creative elements solely for the purpose of examples of their work in their respective portfolios.

**11. ASSIGNMENT OF PROJECT:** The Developer may subcontract any activities that he may perform under this Agreement to any other person, firm or corporation.

**12. INDEMNIFICATION:** The Developer will carry out the work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, The Developer can't guarantee that the work will be error-free and so can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. You (The client)'s liability will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

**13. BINDING EFFECT:** The covenants and conditions contained in the Agreement shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**14. CUMULATIVE RIGHTS:** The Parties' rights under this Agreement are cumulative, and shall not be construed as exclusive of each other unless otherwise required by law.

**15. WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**16. SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**17. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Client and The Developer. Any additional work not specified in this contract must be authorized by a written change order. All prices specified in this contract will be honored for nine (9) weeks after both parties sign this Agreement or until project has been delivered. Continued services after that time will require a new agreement.

**18. NOTICE:** Any notice required or otherwise given pursuant to this Agreement shall be emailed to ([wadedesir19@gmail.com](mailto:wadedesir19@gmail.com)) and ([randell@draneengineering.com](mailto:randell@draneengineering.com)). Either party may change such addresses from time to time by providing notice as set forth above.

**19. GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts. Regardless of the place of signing of this agreement, the Client agrees that for purposes of venue, this contract was entered into in Middlesex County, Massachusetts, and any dispute will be litigated or arbitrated in Middlesex County, Massachusetts. The Client specifically acknowledges that it has received a copy of this Agreement in its entirety and has read the same, understood it and agreed to its contents before complying with its terms.

---

## Signatures

\_\_\_\_\_

Client Name

Client Title

Client Company

Date:

\_\_\_\_\_

Wedefegerson Desir

Date:

---