



"Sophisticated Information Technology services for your business."

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Web Developer Agreement Contract

This Agreement is entered into and is effective when first payment is made by CLIENT (referred to herein as "CLIENT"). This agreement is between Tech Royale (referred to herein as "TECH ROYALE"), and CLIENT, for the purpose of building a Web Site and related software to reside at CLIENT's URL and/or logo design services. This Agreement shall commence on the date when CLIENT makes their first payment for services, and shall remain in effect until all obligations under this Agreement have been properly completed.

1. Authorization.

The CLIENT is engaging Tech Royale, known as TECH ROYALE, a sole proprietor, located in Lake Worth, Florida, as an independent contractor for the specific purpose of developing and/or improving a web site. The CLIENT hereby authorizes TECH ROYALE to access the their FTP account, and authorizes the web hosting service to provide TECH ROYALE with "write permission" for the CLIENT's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project. The CLIENT also authorizes TECH ROYALE to publicize their completed web site to Web search engines, as well as other Web directories and indexes.

2. Standard Website Services.

The standard **website development** service as defined through TECH ROYALE is as follows:

- Installation of Web pages on the CLIENT's ISP host computer.
- E-mail/phone consultation. (Initial planning/development consultation is free)
- We use Joomla or WordPress content management system. We also use Joomla and WordPress templates and themes for your website, if needed.
- 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 our hourly rate of \$24.00 hour.
- Up to eight web pages, for example a homepage, map & directions page, about us page, contact page, a products page, and a products detail page.
- Text. Copy for web site must be supplied by the CLIENT in a .doc format via email on Website Development Worksheet. Otherwise, if not supplied on email, there will be no content on web pages.
- Links. Up to an average of 3 external links per page, and an e-mail response link on each web page to any e-mail address the CLIENT designates.
- Custom Graphics. Photos and other misc. graphic images must be supplied by CLIENT. Limit of two photos or graphics per page, an extra charge will apply for scanning services, photography, graphic design, and modification.
- Changes. We will allow 3 major changes to the design and layout of website. For logo design 5 changes. We suggest that you research your vision before starting your project with us to avoid changes and/or modification.
- Minor updates and changes to existing Web pages for 1 week from completion of website. After 1 week changes will be our hourly rate of \$24.00 hour.
- Initial marketing of registration to the top 10 free search engines as determined by TECH ROYALE. At no time does TECH ROYALE promise or imply that we guarantee CLIENT's website a certain rating in the search engines.

- Domain name search and advice. If a domain name is needed for the website, TECH ROYALE will suggest appropriate names and do a search to ascertain the availability of those names. The determination of a domain name's availability through the domain name registration group "InterNic", does not guarantee it will be still available at the time of registration.

3. Payment.

All services agreed to in this CONTRACT, shall be sold for the price specified IN the above invoice. Payment shall be by Credit Card thru PayPal, cashier's check, or money order, in US dollars. A minimum deposit of fifty percent (50%) of the development cost is required to commence work. The site will then be put online on a draft directory of the CLIENT's ISP or of TECH ROYALE for the CLIENT's viewing. During this proofing stage, typographical errors, developing 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 main directory of the CLIENT's ISP. In order for TECH ROYALE to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15.00 late 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. TECH ROYALE reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case a collection agency proves necessary, the CLIENT agrees to pay all fees incurred by that process.

4. Refund Policy.

If the CLIENT request for a refund within 3 days of this CONTRACT being effective, work already completed shall be billed at the hourly rate of \$24.00 an hour 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 \$24.00 an hour. In the event that work is postponed or cancelled at the request of the CLIENT, TECH ROYALE shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this CONTRACT.

5. Termination.

Either Party to this Agreement may terminate this Agreement, with or without cause, by providing at least five (5) days written notice to the other Party. Upon termination of this Agreement, TECH ROYALE shall deliver a Termination Invoice for work completed to date, which shall be paid by the Client. The Termination Invoice shall specify all unpaid work hours at the agreed hourly fee of \$24.00. On Termination all work completed to date shall be delivered to the Client in a usable electronic format.

6. Assignment of Project.

TECH ROYALE reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion. TECH ROYALE will be responsible for the final results of the project.

7. Copyrights and Trademarks.

The CLIENT represents to TECH ROYALE and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to TECH ROYALE 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 TECH ROYALE and its subcontractors from any claim or suit arising from the use of such elements furnished by the CLIENT. 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. TECH ROYALE and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

8. 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.

9. Indemnification.

CLIENT agrees that it shall defend, indemnify, save and hold TECH ROYALE harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees, ("Liabilities") asserted against TECH ROYALE, 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 TECH ROYALE against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with TECH ROYALE's 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 Website.

10. Non-Disclosure.

TECH ROYALE, its employees and subcontractors agree that, except as directed by CLIENT, it will not at any time during or after the term of this CONTRACT disclose any Confidential Information to any person whatsoever.

11. Arbitration.

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this CONTRACT 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 TECH ROYALE.

12. Entire Understanding.

This CONTRACT constitutes the sole agreement between TECH ROYALE and the CLIENT regarding its Web Development Service. It becomes effective only when CLIENT makes first payment for website services. This CONTRACT shall be governed and construed in accordance with the laws of the State of Florida. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby. This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

This agreement shall be governed by the laws of the State of Florida. IN WITNESS WHEREOF, the parties hereto have duly executed this WEB DEVELOPER AGREEMENT as of the effective date which is when first payment is made by the CLIENT.