

This AGREEMENT between _____,

hereafter referred to as "Client" and Splash5 Web Services.

This agreement is with respect to the re-design of Company Name's website, hereinafter referred to as the "Work." Whereas, Splash5 Web Services is a professional web designer of good standing; Whereas, Client wishes Splash5 Web Services to create certain Work described more fully herein; and Whereas, Splash5 Web Services wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

CONFIDENTIALITY:

The Client and Splash5 Web Services may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

- is already known to the party to which it is disclosed;
- is or becomes part of the public domain without breach of this Agreement;
- is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

DESCRIPTION OF WORK:

A separate proposal will describe the Work that is required of Splash5 Web Services for the Client.

PAYMENT SCHEDULE:

The full length of this contract is as follows:

Projected starting date of project _____

Estimated completion* date is _____

The total amount of \$_____.

Client shall pay Splash5 Web Services \$_____, as a deposit for project commencement.

The balance of \$_____ is due on completion date, and prior to file relinquishment, or upload and/or assembly of website on Client's web server.

DUE DATES:

Splash5 Web Services agrees to deliver samples of design on dates as agreed upon in the proposal. Splash5 Web Services will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials might cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work.

FEES & ADDITIONAL SERVICES:

Changes in client input or direction or excessive changes will be charged at \$15 per hour. Any work the Client wishes Splash5 Web Services to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached proposal will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

EXPENSES:

Client agrees to reimburse Splash5 Web Services for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation)

ASSIGNMENT OF WORK:

Splash5 Web Services reserves the right to assign other designers or subcontractors to the Work to ensure quality and on-time completion.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Splash5 Web Services, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Splash5 Web Services 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 previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Splash5 Web Services in all such publications. The Client will not use the name of Splash5 Web Services, in any advertising or publicity without the prior written approval from the Splash5 Web Services. The Splash5 Web Services will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

COPYRIGHT NOTICE:

Copyright is in the name of "client" after the site is set "live" with a small link to Splash5 Web Services Website.

TERMINATION:

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Splash5 Web Services 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 written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Splash5 Web Services and the Splash5 Web Services shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

The Client and Splash5 Web Services are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Splash5 Web Services has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

This Agreement shall be governed by and construed in accordance with the laws of North Dakota applicable therein.

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

On behalf of the Client: _____ Date _____

On behalf of Splash5 Web Services: *Tony Flippance (CEO)* Date _____