

Agreement for Hourly Web Development Work

For _____

PAYMENT ARRANGEMENTS

1. C.H.A.D.S Designs, referred to here as "Design Firm", will perform web development work for the individual or corporation named above, referred to in this document as "Client".
2. Work will be carried out by Design Firm as requested by Client and billed on an hourly basis. Design Firm will maintain a log of hours worked and area of project worked upon. Design Firm will invoice Client for actual hours worked monthly; terms are net 10 days.
3. As of the date of this agreement, hourly fees are as follows: for all web development work, \$75.00/hour. Hourly rate is subject to change with 30 days written notice.
4. Design Firm may use qualified subcontractors under our supervision for any or all work on this project.

OTHER LEGAL AGREEMENTS

5. Design Firm will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information.
6. Design Firm and Client agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in Coos County, New Hampshire, and any necessary arbitration or litigation will take place in this county.
7. Copyright to existing web documents held by other parties shall not be changed, even though altered by Design Firm, unless by specific agreement.
8. Upon full payment of all invoices due, copyright to page designs produced by Design Firm for Client shall belong to Client unless other terms are agreed upon. Secondary materials created by Design Firm during production, including drafts, plans, graphic source files, and templates, remain the sole property of Design Firm unless other arrangements are made.
9. Client is solely responsible for the editorial content of the material included on its website. Accordingly, Client agrees that it will defend and indemnify (hold harmless) Design Firm from any suit, demand, or claim resulting from the editorial content of the website.
10. Client represents to Design Firm and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Design Firm for inclusion in Client's web site are owned by Client, or that Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend Design Firm and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
11. Design Firm will not be liable to Client or to any third party for any damages arising from use of web site.
12. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

C.H.A.D.S Designs

Date

Client

Date