

Please Note... This is a PRIMARILY CUSTOMER FAVORED CONTRACT, with you in mind,  
by ChixDesign...

## Web Site Design and Development Agreement

This Web Site Design and Development Agreement ("Agreement") is made and entered into by the parties hereto on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Customer") and \_\_\_\_\_ ("Developer").

### Background Information

- A. The Developer is in the business of designing web sites and has experience in the industry.
- B. The Customer wishes to have a web site created and to make such web site available through the Internet.
- C. The customer is the current registered owner of the Internet domain name [http://www.\\_\\_\\_\\_\\_.com](http://www._____.com) which shall be the URL at which the Web Site shall be located.

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

### ARTICLE I CREATION OF WEB SITE

- 2.1 Engagement of Developer. Customer hereby engages the services of the Developer, ChixDesign for the purpose of designing, creating, testing and delivering a fully functional Web Site.
- 2.2 Delivery Responsibilities of the Customer. Upon acceptance of this Agreement, Customer will deliver the all content to be included in the Web Site, including but not limited to textual materials, logos,

photographs (that they have legal rights to use), sound files, databases, video files and other Web Site content required to be included in the Web Site as described in the specifications.

2.3 Placement of Site During Development. Developer shall create access to make the Web Site available for review by the Customer periodically through the development stage. Developer will notify the Customer of the location of the Web Site and the method for gaining access to the Web Site.

2.4 Stages of Completion. Developer shall use its reasonable efforts to meet the completion schedule that was agreed upon. However, Customer acknowledges and agrees that any changes or deviations in the specifications, site plan, mockups, graphics, or any other element of the Web Site, and Customer delays in fulfilling Customer's responsibilities, include delivering Site Content and promptly reviewing and commenting on completed work will lead to delays in the completion schedule.

2.5 Links. All links contained in the Web Site shall be tested and confirmed to be accurate prior to delivery of the final Web Site to the customer.

### **ARTICLE III COMPENSATION FOR DEVELOPER SERVICES**

3.1 Development Fee. In consideration of the services to be performed by the Developer hereunder, including the delivery of a completed Web Site meeting the specifications set forth and referred to herein, the Customer shall pay to Developer a total development fee equal to \$\_\_\_\_\_, which shall be payable by paying a 50% deposit to begin, and balance upon completion and launch of website.

3.2 Pass Through Expenses. The parties acknowledge and agree that all expenses associated with the development process, including but not limited to payment of any licensing fees, software procurement, costs of purchasing graphics, photographs and other web content, materials, supplies, and all other elements of the web site development shall be absorbed by the Developer and that the Development Fee set forth above shall be the entire expense to be paid by the Customer hereunder. Notwithstanding the above, Customer is responsible for all costs and expenses not related to the design and development services, such as hosting, domain name registration, marketing, search

engine placements, and any other service that is not described or covered by this Agreement.

#### **ARTICLE IV SEARCH ENGINE SUBMISSIONS**

Upon completion of your website and not included within this Website Development Fee, Developer agrees to do page optimization on some or all of the website pages, that being, titles, descriptions and keyword meta tags, and submit the completed Web Site to top search engines including Google and the Yahoo Directory. Developer cannot guarantee any specific search engine placement.

#### **ARTICLE V DEVELOPER PUBLICITY**

5.1 Following completion of the Web Site and final acceptance by the Customer, Developer shall be permitted to list the Customer and the Customer's Web Site on Developer's Web Site and in any of its marketing and advertising as having been developed by the Developer. The material included on Developer's Web Site shall include a hypertext link to the Customer's Web Site.

5.2 Developer Credit On Web Site. Following completion of the Web Site and final acceptance by the Customer, Customer shall include a credit to the Developer on the home page of the Web Site. The credit to the Developer shall be designed and placed on the home page by the Developer but shall be in form and substance that is reasonably acceptable to the Customer. The credit shall also include a hypertext link to the Developer's Web Site.

#### **ARTICLE VI DEVELOPER REPRESENTATIONS AND WARRANTIES**

Developer makes the following representations and warranties to the Customer:

6.1 Developer has full and unrestricted power and authority to enter into this Agreement and to grant the exclusive rights in and to all Web Site content to the Customer.

6.2 Developer is the sole and exclusive creator of the Web Site Content and has not created any such materials as a joint work with any other party, through independent contractors, or in any other way that would give any other party any rights in and to the Web Site Content.

6.3 That there are no pre-existing work integrated into the Web Site Content that has not been disclosed to the Customer and for which the Developer has not obtained a valid license complying with the terms of this Agreement which permits the Customer to exclusively use the Pre-existing Work.

6.4 There are no liens, encumbrances or security interests of any nature or kind affecting the Web Site.

6.5 None of the Web Site content infringes upon the proprietary rights of any third party.

6.6 The Web Site will perform to all specifications and will have cross-platform uniformity in that it will function in the latest versions of the Microsoft Internet Explorer, Firefox, and Safari browsers.

## ARTICLE VII CONFIDENTIALITY COVENANTS

7.1 The parties acknowledge and agree that during the course of the relationship contemplated hereby that they are likely to come into contact and gain knowledge and access to information and materials that the other party deems to be confidential, proprietary or of strategic importance. The parties each agree that they shall maintain the strictest confidentiality of all such materials that they receive concerning the other party hereto. They shall not disclose such confidential information to any other party, shall not use such confidential information for their own purposes, and they shall protect such confidential information from disclose using the same or higher standards as they use to protect their own confidential information.

7.2 For purposes of this Agreement, confidential information shall include any and all information that is of a proprietary, confidential or trade secret nature, of strategic importance, or is otherwise considered to be confidential or proprietary by the releasing party. Confidential information will include items such as business plans, marketing plans and strategies, formula, processes, data, software source codes,

financial information, customer lists, and all other information deemed confidential by the parties. Confidential information shall not include items that are generally available to the public, generally known in the industry, exist in the public domain, is learned from an outside source independent from the relationship established by this Agreement or was known prior to the entering of this Agreement.

## **ARTICLE VIII**

### **TERM AND TERMINATION**

8.1 This Agreement shall commence on the effective date hereof and shall remain in effect until the earlier of the completion of all services called for hereunder to be performed by the Developer, or the earlier termination of this Agreement as provided in this Article VIII.

8.2 This Agreement may be terminated by the customer, with or without cause, by giving ten (10) business days written notice of such termination to the Developer.

8.3 Customer may terminate this Agreement immediately upon written notice to the Developer in the event that the Developer substantially breaches or defaults under any of Developer's obligations contained in this Agreement or if the Developer is unable to or refuses to perform services hereunder.

8.4 Upon the effective date of any termination of this Agreement, all legal obligation, rights and duties arising out of this Agreement shall terminate except that: (i) Customer shall remain obligated to pay any balance due to the Developer for services provided hereunder: (ii) the Confidentiality Restrictions of this Agreement shall continue to apply and shall survive the termination of this Agreement as ongoing covenants between the parties.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

9.1 Notices. Any notification or written communication required by or contemplated under the terms of this Agreement shall be in writing and shall be deemed to be delivered if transmitted via Email at the Email addresses listed below, except for any notice of termination of this Agreement which shall be in writing and sent by Postal Mail, Certified Mail, Return Receipt Requested and shall be deemed to have been

delivered five (5) business days after the date of mailing. Addresses and Email addresses for such notices shall be:

If To Developer: Box 270 Granum, Alberta T0L 1A0

If To Customer: \_\_\_\_\_

9.2 Legal Jurisdiction. In interpreting the terms of this Agreement, the parties agree that the laws of the Province of Alberta shall be applicable. All suits permitted to be brought in any court shall be venued in Lethbridge, Alberta, Canada.

9.3 This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes and replaces all prior discussions, agreements, proposals, understandings, whether orally or in writing, between the parties related to the subject matter of this Agreement. This Agreement may be changed, modified or amended only in a written agreement that is duly executed by authorized representatives of the parties. If any provisions hereof is deemed to be illegal or unenforceable by a court of competent jurisdiction, the enforceability of effectiveness of the remainder of the Agreement shall not be effected and this Agreement shall be enforceable without reference to the unenforceable provision. No party's waiver of any breach or accommodation to the other party shall be deemed to be a waiver of any subsequent breach.

The parties hereto have duly entered and executed this Agreement as of the day and year first above written and represent and warrant that the party executing this Agreement on their behalf is duly authorized.

---

Developer ( Lynda Baxter and/or Margot Connery)

---

Signature

---

Date

---

---

Customer

---

Signature

---

Date