

PROMOTION PARTNERS MARKETING

WEBSITE DESIGN CONTRACT

This **AGREEMENT** is dated and is in effect as of the _____ day of _____ 20____, between Promotion Partners Marketing, an affiliate of Prestige Professional Management, LLC hereafter referred to as "Consultant" and _____ hereafter referred to as "Client". This agreement is with respect to the design or redesign of client's website, as well as the optional continuous maintenance hereinafter referred to as the "Work." Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein; and Whereas, Consultant 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 Consultant 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:

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

DESCRIPTION OF WORK

The design of the website is based on information and data supplied by Client to design and draft the website suitable to be placed by Consultant on the Internet. The work agreed upon shall include, but is not limited to: the design of website, the uploading of images and photos, the insertion of textual content, the uploading of applicable downloadable forms and applications, the application and attainment of the works domain name of such said website. Hosting may be conducted with a third party hosting company. Consultant makes no representation or warranty concerning the hosting provider.

PAYMENT SCHEDULE

The total amount for the creation and design of the website is \$ 550.00. There is a \$ 79.95 fee per month for maintenance of website if this option is chosen.

Client shall pay Consultant \$ 300.00, as a deposit for project commencement.

The balance of \$ 250.00 is due on the site's completion date with the uploading of website on Client's web server for publishing to the internet. Client reserves the right to pay in full the total cost of website creation any time prior to the site's completion date.

DUE DATES

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client should be aware that failure to submit required information or materials may cause subsequent delays in the production. Client delays could result in significant delays in delivery of finished work in which event, Client will hold Consultant harmless for said delays.

WEBSITE MAINTENANCE

Website maintenance includes updating changes in client input, upgrading the site's layout, uploading and editing photos. This also includes uploading and updating any Ad Affiliate Promotions featured on the site if this option is chosen. By initialing and signing this contract, you agree for your credit card to be charged \$79.95 per month by Prestige Professional Management, LLC, our parent company.

I elect website maintenance and I agree to be billed \$79.95 per month for this service.

AD AFFILIATES

Affiliate marketing is a type of performance-based marketing in which a business financially compensates an affiliate website or blog owner for each visitor or customer brought by the affiliate's own marketing efforts of advertisements placed onto their website or blog. These advertisements require routine updating to keep track of their impending expiration in which case they must be either removed, updated or replaced.

I elect to post ad affiliates to my website at no extra cost.

THIRD PARTY HOSTING

Hosting of the finished work is provided by Homestead. It is expressly understood that this is a separate entity from Promotion Partners Marketing and its parent company Prestige Professional Management, LLC. All rules and regulations set forth within their Terms and Conditions including billing for hosting services are to be adhered to by the client.

ASSIGNMENT OF WORK

Consultant reserves the right to assign other designers or subcontractors to the Work to ensure quality and on- time completion as well the hosting of said website. Client acknowledges that the services rendered under this Agreement by Consultant shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, templates or other preliminary materials. Work shall not contain any proprietary material owned by any other party. Client shall indemnify and otherwise hold the Consultant harmless from any and all claims brought by any third party.

WARRANTIES

Consultant represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement. However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant 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 Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant 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 Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright.

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, Consultant 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 Consultant and the Consultant 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 Consultant 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 Consultant has any authority to assume or create any obligation or liability, either expressed or implied, on behalf of the other. This Agreement shall be governed by and construed in accordance with the laws of South Carolina, USA applicable therein.