

Web Site Design Contract

This AGREEMENT is dated and in effect as of the 8/15/2017, between

Client Name: Tonto Hills

hereafter referred to as "Client" and Frank Turben/Computer Help, hereafter referred to as "Consultant".

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:

PAYMENT SCHEDULE: The full length of this contract is as follows:

Start date 8/15/2017 and completion date is 8/15/2018 for the amount of \$800. Subsequent years maintenance fees will be \$300 per year.

SERVICES PROVIDED

☒ Domain registration
☒ Web site design
☒ Database Maintenance
☐ Hosting

Other: Client to provide hosting on a Windows platform. I will set up AuthPro login software and establish a password protected area of the web site. Client to pay for AuthPro subscription (\$50 per year). A Membership directory will be stored in the password protected area as well as certain Tonto Hills documents. I will assist in setting up a Constant Contact account for the purpose of creating email blasts.

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.

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.

LATE FEES: A \$15 per month late fee will be applied for any invoice 30 days past due.

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.

COPYRIGHT NOTICE: Copyright is in Client's name. The web site is the intellectual property of the client.

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 express or implied, on behalf of the other.

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

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

On behalf of Consultant:

Frank D Turben

Date

8/23/17

On behalf of the Client:

Date

9/7/17

Preferred method of payment (Payments may be made by two or three installments):
Check enclosed: Check number

Credit Card #

Expires

CVV