

Tarzana Neighborhood Council

Website Development

December 5th, 2019



the web corner



Development Overview

- \$2000 fee for the redesign of the website
- Once completed the website is turned over to the Tarzana Neighborhood Council (and owned by the TNC)
- A provision for the time it takes to complete (40 hours)
- The Tarzana Neighborhood Council can elect two individuals to communicate with The Web Corner staff for requests and changes. This will allow a more streamlined and efficient process of communication with our company. These two appointed individuals will have ongoing communication with our staff.
- The domain already points to Cloudflare, so we will not need any additional access.
- This is correct \$150/month for 1.5 hours.
- If work needs to be done due to a confirmed development error, such as deleting a web page accidentally, The Web Corner will resolve the issue without additional billing.
- Should Tarzana Neighborhood Council choose to cancel the monthly maintenance. We request a 30-day notice. After which hosting fees of \$15 per month, and development fees will be billed at the then current rate.
- Through Maintenance additional requirements from the city can be addressed. To discuss ADA specifically, we are planning in the launch to have an increased ADA compliance and can work with the council to provide a legal statement for it.



Website Development Agreement

Contracted Date:
Company Name:
Phone:
Full Name:
Site Name: www.tarazananc.org

The Web Corner (TWC) will hereby enter into a contract with the undersigned (Client) to assist in the development of the Client's "Site Name". TWC maintains all rights and scripts that TWC develops or creates for Site Name until entire balance is paid in full.

The Term: The term of this Agreement shall commence on the date hereof (Contracted Date). If either TWC or Client wishes to terminate this Agreement, TWC and Client agree to give the other party thirty (30) days written notice of its intention to terminate this Agreement. If this agreement is terminated, Client agrees to pay balance owed.

Performance of Services: TWC will develop for the Client's production of Site Name. TWC will work with the Client to outline the project. TWC will determine the methods, details, and means of performing its services under this agreement. TWC will discuss these methods with the Client on an ongoing basis.

Compensation: TWC requires a onetime fee of \$2,000 to redevelop the Site Name.

Monthly Maintenance: Client shall also agree to enter into a monthly maintenance account. The cost is \$150 per month which begins sixty (60) days from contracted date. Client may wish to cancel this maintenance account with a 30-day notice at any time.

Features include:

- Up to 1.5 hours of work per month (no rollover outside a 12-month period of time).
- Cloud DNS Management
- Free SSL Certificate + Management
- Phone & Email Support
- Website Hosting

Expenses: Client shall pay all of TWC reimbursable expenses including, but not limited to, SSL Security Certificate + Installation (\$50/year) and Domain Name Purchase (\$17.50/year).

Payment: The Client will pay TWC in full upon receipt of any TWC invoice for work performed and/or Expenses. TWC shall be permitted to suspend work hereunder until the default is cured by payment in full. In the event that such default is not cured following invoice, TWC may terminate this Agreement by written notice to Client. Upon such termination, TWC shall have no further obligations to continue with the project, and may take any actions necessary to collect all amounts owed to TWC by Client, including, but not limited to, withholding delivery of any work on Site Name.

Overtime: If the Client requires TWC to work overtime for any reason, TWC may charge the Client time and a half, or \$225 per hour per developer. Overtime rates are applied when TWC must work during off hours (9pm-9am during weekdays, anytime during weekends). Overtime would be considered if changes are needed



immediately that would cause TWC developer to work off hours or weekends to get changes completed due to improper planning by the Client. Any project or work given to TWC from Client within 7 days of due date is subject to overtime rates. The monthly TWC account cannot be applied during overtime hours.

Relationship of Parties: TWC understands that this relationship with Client is that of an independent contractor and that nothing in this Agreement creates a joint venture, partnership, or employer-employee relationship. Accordingly, TWC is not entitled to any benefits that may ordinarily be extended to employees, and is not authorized to make any representation, contract, or commitment on behalf of Client unless specifically authorized to do so by Client. The parties hereto understand that neither of them has authority to bind the other in any contractual arrangement with any third party.

Indemnity: TWC is never responsible for any content displayed on Client's Site Name. Client hereby agrees to defend, indemnify, and hold TWC, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against TWC based on any breach by Client of its representations and warranties under this Agreement, and for any claims made by any third party alleging that Site Name infringes its intellectual property rights.

Confidentiality: "Confidential Information" means any Client proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customers lists, markets, software developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed by Client either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment.

TWC shall not, during or subsequent to the term of this Agreement, use Client's Confidential Information for any purpose whatsoever other than the performance of the Services on behalf of Client or disclose Client's Confidential Information to any third party. It is understood that said Confidential Information will remain the sole property of Client. Confidential Information does not include information which: (1) is known to TWC at the time of disclosure to TWC by Client, as evidenced by written records of TWC; (2) has become publicly known and made generally available through no wrongful act of TWC; (3) has been rightfully received by TWC from a third party who is authorized to make such a disclosure.

Non-Solicitation: During the term of this Agreement, and for one year following the termination hereof, Client and TWC shall not solicit, offer to hire, or hire any employees of the other party without the prior written consent of the other party.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Arbitration: Any controversy, claim, or dispute, whether based on tort or contract, arising out of or relating to this Agreement, or to any aspect of TWC's services or either parties' obligations hereunder, shall be settled by binding arbitration in accordance with JAMS in accordance with its Employment Arbitration Rules & Procedures ("JAMS Rules"), with venue exclusively at the Los Angeles offices of JAMS. Judgment may be entered upon any award rendered by JAMS and enforced in any court having jurisdiction thereof. Arbitration shall be the sole, exclusive and final remedy for any dispute between TWC and Client except as provided by the JAMS rules. Accordingly, except as provided for by the JAMS Rules, neither TWC nor the Client will be permitted to pursue court action regarding claims that are subject to arbitration.

Attorney's Fees and Costs: In any action at law or in equity brought to enforce or interpret the terms of this Agreement or for any breach thereof, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party.



Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations, commitments, and understandings of the parties, whether written or oral, including any and all prior agreements, whether or not fully performed by Client before the date of this Agreement, none of which shall be of any force or effect whatsoever, even as evidence. This Agreement is intended to be and is a fully integrated written agreement regarding the subject matter hereof. No modification, amendment, or supplement of or to this Agreement shall be binding unless and until executed in writing by all the parties. All rights and remedies, which either party may have hereunder or by operation of law, are cumulative, and the pursuit of one right or remedy shall not be deemed an election to waive or renounce any other right or remedy. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Severability: If any provision of this Agreement or any portion of any provision shall be held to be invalid or unenforceable for any reason, the remaining provisions (including all enforceable portions of any provision) shall continue to be valid and enforceable.

No Prior Statements: No party hereto, or any officer, agent, employee, representative, or attorney of or for any party, has made any statement or representation to any other party, or any officer, agent, employee, representative, or attorney of or for any other party, regarding any fact relied upon in entering into this Agreement, & no party relies upon any statement, representation, or promise of any other party, or of any officer, agent, employee, representative, or attorney of any other party, in executing this Agreement, except as expressly set forth in this Agreement.

Construction of Agreement: This agreement shall not be construed in favor of or against any party hereto, but shall be construed as if all parties hereto and their agents, attorneys, and personal representatives participated equally in the drafting of this agreement.

**I, the undersigned, hereby agree to the terms outlined above.*

X: _____
TWC

X: _____
CLIENT