

CONTRACT WORK AGREEMENT

Your Company (Client)
Warren Samu (Contractor)

Effective **Jan 1, 2022**

CONTENTS

Scope of Work	3
Phase 1 & 2 - Exploration and Draft	3
Phase 3 - Development	3
Phase 4 & 5 - Review and Launch	3
Hourly Rate Services	4
Ongoing Services	4
Miscellaneous Services	4
Independent Contractor	5
Best Practices & Law	6
Limitation of Liability	7
Third-Party Services	8
Security and Malicious Code	9
Confidentiality & Non-Disclosure	10
Termination	11
Governing Law	11
Entire Agreement	11

SCOPE OF WORK

Client agrees to pay contractor a total amount of \$_____ for the redevelopment of their website. The amount will be paid in three **non-refundable** installments. Client agrees to pay each installment **before** each phase set begins.

Client agrees that any expansion to the **Scope of Work** must be appended to this agreement along with an agreed upon compensation increase to contractor.

PHASE 1 & 2 - EXPLORATION AND DRAFT

Client agrees to pay 25% (\$_____) to contractor.

Based on client's specifications and needs, contractor shall:

- Map out functions, features, and design elements.
- Research and recommend third-party services, programs and plugins.
- Determine and outline custom scripts to be created by contractor.
- Provide a visual draft of the website homepage and an interior page example.

PHASE 3 - DEVELOPMENT

Client agrees to pay 50% (\$_____) to contractor.

- The website will be developed by contractor following the client approved Phase 2 drafts.
- Client will be given the opportunity to review stages of the development.
- Client will provide feedback and request adjustments.

PHASE 4 & 5 - REVIEW AND LAUNCH

Client agrees to pay 25% (\$_____) to contractor.

- Client will be given the opportunity to review the redeveloped website in full.
- Client may request minor adjustments and modifications.
- Once client submits final approval, contractor shall make the website live.

HOURLY RATE SERVICES

Client agrees to pay contractor a rate of \$75/hour for any hourly services accrued. Hourly fees will be invoiced within **30 days** of service and must be paid within **15 days** of receipt of invoice. Paid invoices are **non-refundable**.

Any client requests that would expand the **Scope of Work** will be billed as hourly rate services.

ONGOING SERVICES

Contractor agrees to provide the following hourly services at client's request:

- Website development
- Website maintenance
- Integration and maintenance of automated third-party services, including:
 - Forms and Surveys
 - Live Calendars and Scheduling
 - Customer/Client Database
 - eCommerce
 - Mailing Lists
 - Social Media
- Website traffic reports and analysis
- eCommerce reports and analysis
- Social media and internet marketing recommendations and implementation
- Mailing list promotions
- Search engine optimization analysis and implementation

MISCELLANEOUS SERVICES

Client agrees to pay contractor an hourly rate for any miscellaneous service or time commitment (including phone conferences and travel) requested or initiated by client not included in, or appended to, this agreement under the **Scope of Work** or **Ongoing Services** and acknowledges contractor's right to refuse any such service request.

INDEPENDENT CONTRACTOR

Client and contractor acknowledge they are independent contracting parties and that this agreement does not establish any joint venture, partnership, agency, employer-employee, or similar relationship.

Contractor does not claim any entitlement to employee benefits client provides, or may provide, to client's employees. Contractor takes sole responsibility for payment of taxes and any withholding obligations related to, or arising out of, client's payment of compensation to contractor.

CONTRACTOR

- Retains the right to control and direct the means, details, manner, and method by which services will be performed.
- Retains the right to perform the services at any time, place, or location.
- Makes no obligation to be available outside scheduled appointments, during weekends, during announced vacation periods, or during national holidays.
- Shall perform the services and will not require client to hire, supervise, or pay any assistants to help perform those services.

Neither party may assume, create, or appear to take any action or initiate any obligation on the other party's behalf. Client assumes full responsibility for all accounts created by or for client.

BEST PRACTICES & LAW

Contractor will follow, to the best of his knowledge, commonly held industry standards and best practices. Client agrees not to request, nor expect, and contractor will not perform any service or engage in any activity counter to these practices or to break any local, regional, state, federal, or international laws on behalf of client.

THIS INCLUDES, BUT IS NOT LIMITED TO

- Creating malicious code or applications.
- Infringing on the privacy or intellectual property rights of others.
- Illegally collecting user data or illegally using or mishandling obtained user data.
- Spam.
- Creating work product or copy that misrepresents to the user the true intention of client.
- Engaging in activities on client's behalf that misrepresents their true intent or actively attempts to deceive or wrongfully manipulate other parties.

LIMITATION OF LIABILITY

Contractor provides the services covered in this agreement to client in good faith and to the best of his knowledge and ability.

CLIENT

- Assumes full responsibility for all final decisions made regarding work product and services provided by contractor.
- Acknowledges that contractor does not guarantee, and will not be liable for, any custom scripts developed for the client that no longer function as intended beyond the duration of the development project.
- Acknowledges that their online accounts, services, and website must be regularly maintained to run properly and efficiently.
- Assumes full responsibility to meet the use agreements of all third-party services and abide by all local, regional, state, federal, and international laws related to their online business and activities.
- Acknowledges any delay in communication with contractor exceeding more than 1 full business day will delay any time-sensitive deliverables by a time period equal to the delay in client response.
- Assumes full responsibility for all copy, content, files, work product, records, materials, or property. created or provided for during this agreement. While contractor may retain copies of such property, the client holds no obligation on the part of contractor to keep copies of such property or provide copies at client's request unless requesting material specifically covered under the **Confidentiality & Non-Disclosure** section of this agreement.

THIRD-PARTY SERVICES

- Contractor will recommend the best suited third-party services available at the time based on his research and industry experience.
- Client assumes full responsibility for third-party services used and implemented, including, but not limited to, website platforms, applications, themes, plugins, social media, mailing lists, online advertising, data collection, and other online extensions or tools.
- Client acknowledges the dynamic nature of technology and will not hold contractor liable for any third-party service or software integration conflicts that arise during this agreement or in the future.
- Client will not hold contractor liable to replace or remedy any third-party services which cease to be available or supported.
- Client assumes full responsibility for handling customer service, technical support, or other correspondence with third-party services and accounts unless specifically requesting, and paying for, contractor to engage in dialogue with the third-party service on client's behalf. Client acknowledges that this service will be provided as a **Miscellaneous Service** and charged at an hourly rate.
- Client assumes responsibility for the full cost of any third-party service or product. If client requests contractor to purchase a third-party service or product on client's behalf, client will refund the contractor the full amount purchased in addition to any convenience fees issued to client by contractor. Contractor retains the right to refuse to make such purchases.

SECURITY AND MALICIOUS CODE

Client agrees not to hold contractor responsible or liable for security breaches or any other malicious attempt to infiltrate or infect client's website, accounts, or confidential information by another party.

CLIENT ACKNOWLEDGES

- The real potential for online threats, hacks, breaches, and malicious files.
- All third-party services and applications should be kept up-to-date to better protect against such threats to their website and accounts.
- Nefarious parties more often target popular platforms and services, such as WordPress.
- Infections occur more often on shared web hosting and VPS hosting, but can occur in any hosting environment.
- The strongest possible passwords and account credential safeguards should be used, including but not limited to 2-factor authentication, and account and data access should be limited to only essential and trusted parties.
- Despite best efforts and available technology, breach or infection cannot be 100% prevented.

CONFIDENTIALITY & NON-DISCLOSURE

Contractor acknowledges that client may provide access to accounts and documents that contain confidential information concerning client's:

- Business affairs
- Finances
- Properties
- Methods of operation
- Private customer/user information
- Trade secrets
- Other miscellaneous data and business records

Contractor will not at any time, except as directed by client, knowingly disclose confidential information to any person or third-party or use client's confidential information for any purpose other than providing services to client.

Contractor will turn over, cease access to, and/or destroy any or all confidential information in his possession at client's request.

TERMINATION

Client and contractor enter this agreement on an “at will” basis and each may terminate this agreement for any reason and at anytime without prior notice.

GOVERNING LAW

This agreement shall be construed in accordance with the laws of the State of California.

ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties relating to the subject matter hereof. No warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement shall be honored. Any amendments or modifications of this agreement shall be in writing, appended to this contract, and executed by the contracting parties. This agreement may not be assigned by a party without the written consent of the other party.

In Witness Whereof, client and contractor duly execute this agreement as of the day and year first above written.

WARRENSAMU
web services that **rock**

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