



WEB DEVELOPMENT AGREEMENT

Between:

Lena Shore
Lena Shore, LLC
2249 Oak Street
Jacksonville, Florida 32204
904-389-9031
Lena@LenaShore.com

And

Julia Meeks
Ride On
4022 Tampa Road
Oldsmar, Florida 34677
julia@rideonfitness.com

Summary:

I'll always do my best to fulfill your needs and meet your expectations, but it is important to have things written down so that we both know what's what, who should do what, and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I have no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So in short:

You (**Julia Meeks**), located at **<https://rideonfitness.com>** ("You") are hiring me (Lena Shore) to:

- Design and develop a web site
- Up to **20** pages
- SSL Certificate included if hosting is with Lena Shore (optional)

For the estimated total price of **\$3,250** as outlined in our previous correspondence. Of course it is a little more complicated, but we'll get to that.

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give me the assets and information I tell you we need to complete the project. You'll do this when I ask and provide it in the formats I ask for. You'll review my work, provide feedback and approval in a timely manner, too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract. Me: I (and any vendors I engage on your behalf) have the experience and ability to do everything I've agreed with you and I will do it all in a professional and timely manner. I will endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty

Design

I will create the look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. After your approval of the static design(s) I will create designs iteratively and use predominantly HTML, php and CSS so we won't waste time mocking up every template as a static visual. I may use visuals to indicate a creative direction (color, texture and typography.) We call that 'atmosphere.' You will have plenty of opportunities to review my work and provide feedback. I will either share a Dropbox, Google Drive folder or Github repository or development site with you and we will have regular contact. If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction the work is taking you will pay me in full for the time I've spent working with you up to that point and terminate this contract.

Text content

Unless agreed separately, I am not responsible for inputting additional text or images into your content management system or creating pages on your website that we have not previously agreed upon. I can provide professional copywriting and editing services through trusted partners, so if you'd like me to create new content or input content for you, I can provide a separate estimate for that.

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate for that.

HTML, php, CSS and JavaScript

I deliver web page types developed from HTML markup, php, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors.

Browser testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device. I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla (Firefox). I'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. I will not test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, I can provide a separate estimate for that.

Mobile browser testing

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. I will test your designs in:

- iOS (current): Safari, Google Chrome
- Android: Google Chrome on Android Emulator

I will not test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need me to test using these, I can provide a separate estimate for that.

Technical support

I do offer website hosting with maintenance, but you are not obligated to use me for website hosting or maintenance after this project is complete. Details of my hosting are provided in a separate document. If you need more information, please ask.

Maintenance

At the time you take ownership of your website, you should have programming that is as current as possible. If you need maintenance or updates after the conclusion of this project I can provide a separate estimate for additional work.

Search engine optimization (SEO)

I cannot guarantee improvements to your website's search engine ranking, but the web pages that I develop are accessible to search engines.

Changes and revisions

I do not want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of weeks that I estimate I will need to accomplish everything you have told me you want to achieve, but I am happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I will provide a separate estimate for the additional time.

The Pause Clause

If a client deliverable — such as input, approvals, or payment — is late more than 10 business days the project will be considered "on hold." Once the deliverable is received and the project is re-activated it will be rescheduled based on Lena Shores' current workload and availability. Just to say it loud and clear, it could be weeks to get you back in the system if the project is put on hold.

Legal stuff

I will carry out my work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, I cannot guarantee that our work together will be error-free, and so I cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Your liability to me will also be limited to the amount of fees payable under this contract and you will not be liable to me or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I advised you of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions. In the event that suit be brought to enforce the provisions of this Agreement or any remedy granted hereunder, any prevailing party shall be entitled to recover from any non-prevailing party all costs and reasonable attorneys' fees, including attorneys' fees upon appeal incurred in connection therewith. Phew.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential

information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. Goodness. First, you guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them. When you provide text, images, or other artwork to me, you agree to protect me from any claim by a third party that we are using their intellectual property. I guarantee that all elements of the work I deliver to you are either owned by me, or I have obtained permission to provide them to you. When I provide text, images, or other artwork to you, I agree to protect you from any claim by a third party that you are using their intellectual property. Provided you have paid for the work and that this contract hasn't been terminated, I will assign all intellectual property rights to you as follows:

- You will own the website I design for you plus the visual elements that I create for it. I will give you source files and finished files, and you should keep them somewhere safe as I am not required to keep a copy. You own all intellectual property rights of text, images, site specification, and data you provided, unless someone else owns them.
- I will own any intellectual property rights I have developed prior to, or developed separately from this project, and not paid for by you. I will own the unique combination of these elements that constitutes a complete design, and I will license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs, and the completed project on our portfolio and in articles on websites, in magazine articles, and in books.

Authorship Credit

I will add a small authorship credit on the website in the footer area with link to my web site unless we have agreed otherwise. If you alter the website design, you have the right to have this removed from the website.

Payment schedule

I am sure you understand how important it is as a small business that you pay the invoices that I send you promptly. As I am also sure you will want to stay friends, you agree to stick tight to the following payment schedule. An invoice of 50% of the total will be sent to you to schedule the project. After payment, your project will be scheduled based on our agreed upon timetable, and will state when you will be provide the items I need to get started (mainly content and images).

- An invoice of the balance of the total will be issued when the website is ready to go live or has gone live.
- I issue invoices electronically. My payment terms are 15 days from the date of invoice, and payable by check, Paypal, or Stripe credit card payment systems. All proposals are quoted in U.S. dollars and payments will be made at the equivalent conversion rate at the date the transfer is made.
- You agree to pay all charges associated with international transfers of funds. I reserve the right to charge interest on all overdue debts at the rate of 1.5% per month or part of a month.

Cancellation

In the event you need to cancel the project, you'll owe me payment for any work completed at that point, as

well as any fees for licenses or software that I purchased for the project.

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission. We both agree that we will adhere to all relevant laws and regulations in relation to our activities under this contract, and not cause the other to breach any relevant laws or regulations. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under the exclusive jurisdiction of the United States court system. Thanks!

The dotted line



Lena Shore, Lena Shore LLC

Julia Meeks, Ride On

Today's Date: 04/25/2022