

WEBSITE DEVELOPMENT AGREEMENT

This **WEBSITE DEVELOPMENT AGREEMENT** (the "Agreement") is made this 28th day of February by and between **Fairview Design, LLC** (hereinafter "Developer") and **East Fallowfield Township**. ("Client").

WHEREAS, Developer is in the business of planning, designing, developing, and creating web sites;

WHEREAS, Client desires to engage Developer to design, develop, create, test and deliver a web site for Client;

NOW, THEREFORE, for the mutual consideration set forth herein, intending to be legally bound hereby, the parties agree as follows:

1. **Scope of Work**

1.1 **Work Performed**. Client hereby engages Developer to develop and/or modify Client's website and create and/or assemble all associated graphics, code scripts, and text, all as more particularly set forth on Schedule "A," attached and incorporated into this Agreement (the "Project"). Any terms and conditions described in Schedule "A" that conflict with the terms of this Agreement shall control and supersede the conflicting terms in this Agreement, but only for the Project and not any other assignment or undertaking between Developer and Client outside of the Project.

1.2 **Changes in Scope of Work**. During the course of the Project, Client may desire a change in the Project's scope. Requests for changes shall be made in writing and delivered to the Developer. Developer will review the proposed change and determine the effect that the implementation of the change will have on price, schedule, and other terms and conditions of the Agreement. Upon completion of the review, any changes in price, schedule or other terms will be documented and presented to Client. No change in the scope of the Project, or any terms of the Agreement, shall be effective unless an authorized agent for each party has signed a written addendum or supplement to this Agreement or appropriate schedules.

1.3 **Completion of Project**. The Project's final web site design will be published to the Client's hosting service upon Developer's receipt of final payment (as provided in Paragraph 2, below). The Client understands that the Developer does not provide any web hosting services in connection with the Project. Hosting services require a separate contract with the hosting service of the Client's choice. Client shall be solely responsible for any and all hosting service charges.

2. **Fees and Payments**. Client shall pay to Developer, as compensation for the completion of the Project, the fees and other remuneration described in Schedule "B," attached and incorporated into this Agreement. If the Project is a "fixed price" project, Developer shall invoice Client for all work performed according to the pricing arrangements specified in Schedule "B". For hourly rate projects, Developer shall submit monthly invoices for all work performed. All invoices must be paid within thirty (30) days of billing. All amounts not paid when due shall accrue interest at the annual rate of eighteen percent (18%). In the event of a failure to pay, Developer shall be entitled to collect all of its costs and expenses, including reasonable attorneys fees, incurred in enforcing the terms of this Agreement.

3. **Ownership of Work Product**. For all work product created under this Agreement specifically for Client, upon receipt by Developer of payment in full of all fees and charges

associated with the Project (except for specific design copyrights reserved by Developer on Exhibit "A") Developer hereby assigns, cedes and grants to Client all rights to possession of, and all right, title, and interest, including all copyright rights and the right to prepare and exploit derivative works, in the work products created under this Agreement, in whatever form or medium captured, and in and to all physical and electronic materials, papers, and documents related thereto. The provisions of this paragraph do not apply to any material previously belonging to the Developer or lawfully acquired by the Developer in a manner independent of this Agreement, including but not limited to, any software, intellectual property, know-how, process or data, which is used by the Developer in the course of work hereunder. Client grants to Developer a permanent, non-exclusive license to reproduce any copyrighted work associated with the Project for inclusion in Developer's portfolio or other marketing materials. Client also consents to Developer's installation of a hyperlink from its website to Client's website for marketing purposes.

4. **Confidentiality.** The term "Confidential Information" shall mean all information that relates to the business activities of either party and either party's customers, systems, procedures, and data of which either party may acquire information, access or possession by reason of the relationship under this Agreement. Each party shall treat the others' Confidential Information as confidential and proprietary. Upon completion or termination of each project assignment hereunder, the parties shall return to the owner thereof, or, if agreed between the parties, destroy all documents or other materials in whatever form which contain Confidential Information.

5. **Covenants of Client.** Client agrees, represents, and warrants, that:

5.1 Any material submitted to Developer for publication on its website will not contain any abusive or unethical material, or any material that would (i) breach a policy of, or agreement with, any applicable web hosting service or host server or (ii) violate any applicable law. For the purposes of this Paragraph, "abusive" or "unethical" materials shall include, but shall not be limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, harassment, any illegal activity, spamming, advocacy of an illegal activity, and any infringement of third party privacy rights.

5.2 Any and all elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Developer for inclusion in the Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements.

6. **Indemnification.** Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with (i) the Developer's development of the Client's web site or performance of work associated with the Project (ii) any breach of any covenant, representation, warranty or undertaking of Client contained in this Agreement; (iii) products or services advertised on the Client's website or otherwise sold or offered by Client; (iii) compliance with any laws, taxes, tariffs, or other regulations or restrictions associated in any way with the Project, the Client's website, or Client's business. This indemnification shall extend to the Developer, its subcontractors, agents, officers and employees.

7. **Disclaimer.**

7.1 Notwithstanding anything to the contrary stated in this Agreement, neither the Developer, its principals, employees, nor its agents warrant that the functions of the website created as part of the Project will be uninterrupted or error-free. Developer does not warrant the functions of the website or any other component of the Project, and makes no representation that the website will meet Client's expectations regarding website traffic, or increases in website use or

business. THE DEVELOPER DOES NOT PROVIDE ANY WARRANTIES TO THE CLIENT, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS SUCH WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

8. **Limitation of Liability.** Developer shall not be held responsible for any existing conditions, known or unknown, within any software, hardware, or network, or for services performed by individuals other than employees or agents of Developer. Developer shall not be liable for any loss or damage to hardware, software or data, however caused which occur before, during or after any services provided hereunder. Once the services for the Project are completed, delivered to and accepted by Client, Developer shall have no further responsibility, obligation or liability with respect to any work performed. Developer shall have no liability to the Client with respect to obligations under this Agreement for consequential, exemplary, incidental, or punitive damages even if Developer had been advised of the possibility of such damages. Developer's maximum liability hereunder shall be limited to the actual monetary compensation paid to Developer pursuant to Schedule "B."

9. **Relationship Between The Parties.** It is the intent of the parties that Developer shall be considered an independent contractor with respect to Client and this Agreement. The parties acknowledge that Developer shall not be under the apparent or actual direction or control of Client and shall not be considered an employee or agent of Client. Client shall have no duty to withhold income taxes or pay social security or unemployment taxes on behalf of Developer and Developer shall not be entitled to any salary, employee benefits or similar compensation from Client.

10. **Termination.** This Agreement will continue in force until completion of the Project or until terminated by either party by the delivery of ten (10) days advance written notice to the other party. In the event that Client terminates this Agreement before completion of the Project, Developer, in addition to any other remedies permitted under applicable law, shall be entitled to retain any amounts paid or earned by Developer pursuant to Schedule "B" and shall, unless otherwise agreed by Developer, retain all rights (including copyrights) to any work product created by Developer up to the date of termination. Either party may terminate this Agreement with immediate effect upon a breach of this Agreement by the other party.

11. **Miscellaneous.**

11.1 This Agreement contains the entire understanding between the parties on this subject and there are no other agreements or covenants between them, except as expressly referenced herein.

11.2 This Agreement may not be amended or modified except by a writing, signed by the Client and the Developer, that contains all of the terms and conditions of the amendment or modification.

11.3 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

11.4 Developer may, without consent of the Client, subcontract the Project, or a portion thereof, to a subcontractor. Client may assign its rights or obligations hereunder only to an

affiliate or successor in business which agrees to be bound by all terms and conditions of this Agreement.

11.5 This Agreement shall be construed in accordance with the substantive laws of the Commonwealth of Pennsylvania without reference to conflict of laws.

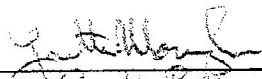
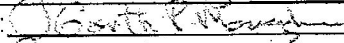
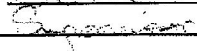
11.6 All notices required or permitted to be given under this Agreement will be sufficient and furnished in writing and sent by certified mail, facsimile or electronic mail (with acknowledgement or proof of delivery) to the parties at the following addresses:

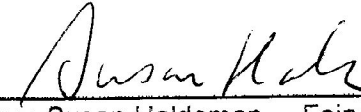
Client: _____	Developer: <u>Fairview Design LLD</u>
_____	<u>220 Fairview Rd</u>
_____	<u>Coatesville, Pa 19320</u>
Attn: _____	Attn: <u>Susan Haldeman</u>

IN WITNESS WHEREOF, intending to be legally bound, the parties have entered this Agreement on the date first written above.

CLIENT

DEVELOPER

By: 
 Name: 
 Title: 

By: 
 Name: Susan Haldeman, Fairview Design, LLC
 Title: Member

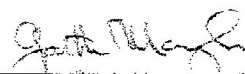
SCHEDULE "A"

This Schedule is attached to and becomes, upon execution by both parties below, a part of the Development Agreement between such parties dated February 28, 2007 , and sets forth the specific terms and conditions relating to the Project:

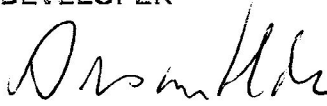
- I. Objective/scope of work to be performed: 1. Create user-friendly website for township business, well organized and easy to navigate. Include Photogallery and google maps. Provide administrative access to township personnel for easy maintenance and updates to the website content 2. Create Wiki style internal website to track current events (restricted access for township personnel only) 3. Create Supervisors Blog for online-conversation between supervisors and township residents.
- II. Developer's Tasks: Install and configure new CMS application, new Wiki application, and new Blog application in accordance with customer specifications. Train office personnel in maintenance and use of applications.
- III. Client Responsibilities: Provide developer with all images and text to be used on site.
- IV. Deliverables and Due Date(s): Entire project is to be completed by the end of May, 2007. (the community site will be completed by the end of April, 2007)
- V. Completion and Acceptance Specifications: ibid
- VI. Approximate Project Length: per email SLH to George Broadbent and Linda Hart, 3/8/07
- VII. Special Ownership/Copyright Notes: none

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

CLIENT

By: 
Name: George Broadbent
Title: Supervisor

DEVELOPER

By: 
Name: Susan Haldeman, Fairview Design, LLC
Title: Member

**Schedule "B"
Payment Schedule**


Development fee of \$900 for installation and configuration of phase 1 - CMS – community site as described in attachment A;
Development fee of \$250 for installation and configuration of phase 2 – Wiki based internal site.
Development fee of \$150 for installation and configuration of phase 3 – Wordpress based Blog site.

Training fee of \$100 for up to 4 hours of training, scheduled at the client's convenience.


Fees of \$50 per hour for any additional design, maintenance, or training work after completion of project as defined by this contract.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed by their respective authorized representatives to be effective as of the date first above written.

CLIENT

By: 
Name: East Fallowfield Township
Title: Supervisor

DEVELOPER

By: 
Name: Susan Haideman, Fairview Design LLC
Title: Member