Term and Conditions

01 Evaluation and Acceptance

As Developer completes each stage of the project, Developer will submit the completed materials to Client for approval. Client will have 15 business days to approve the completed materials or provide corrections and comments. Developer will have 15 business days after receiving Client's comments and corrections to submit a revised version of the materials to Client. Client will review the revised version within 15 business days of receipt and either approve the corrected version or make further changes. If Client fails to provide approval or comments during any of the approval periods, those materials will be considered to be approved. If Client terminates this Agreement under any provision, Developer shall be entitled to compensation on a time and materials basis at an hourly rate of $75/hr plus expenses to the date of termination. Developer shall submit an invoice detailing its time and expenses. If the invoice amount is less than the amounts paid to Developer prior to termination, Developer shall promptly return the excess to Client. If the invoice amount exceeds the amounts paid to Developer prior to termination, Client shall pay Developer the difference within 30 days of the date of the invoice.

02 Changes in Project Scope

If Client wishes to implement major revisions after Client has already accepted Developer's work product following completion of any stage of development, Client shall submit to Developer a written proposal specifying the desired changes.
Developer will evaluate each such proposal at its standard rates and charges. Developer shall submit to Client a written response to each such proposal within 10 working days following receipt. Developer's written response shall include a statement of the availability of Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates, or warranty provisions of this Agreement.
Client shall have 10 business days from receipt of Developer's response to its proposal to accept or reject it in writing. If Client accepts Developer's response, Developer shall draft a written Contract Amendment Agreement to reflect the desired changes and acknowledge any effect of such changes on the provisions of this Agreement. Developer shall commence work on the desired changes once the Contract Amendment Agreement is signed by authorized representatives of Client and Developer.
Should Client reject Developer's response to its proposal, Client will so notify Developer within ten working days of Client's receipt of the response. Developer will not be obligated to perform any services beyond those called for in this original Agreement.

03 Website Credits and Links

Developer may take the following actions:
Developer can state on the Site that Developer developed the Site. This will be stated discreetly in site footer and include hypertext links on Client's Site to Developer's website. Developer can place links on Developer's website to Client's Site as an example of Developer's services.

04 Intellectual Property Infringement

Developer warrants that Developer will not knowingly infringe on the copyright or trade secrets of any third party in performing services under this Agreement. To the extent any material used by Developer contains matter proprietary to a third party, Developer shall obtain a license from the owner permitting the use of such matter and granting Developer the right to sublicense its use. Developer will not knowingly infringe upon any existing patents of third parties in the performance of services required by this Agreement

Client represents and warrants to Developer as follows: Client has the authority to enter into and perform its obligations under this Agreement; Client has or will obtain all necessary and appropriate rights and licenses to grant the license to Developer to use Client Content for the Site; and
Client has or will obtain any authorizations necessary for hypertext links from the Site to any other third-party websites. Client will indemnify Developer from any claims resulting in losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney fees, arising out of any breach of any of Client's representations and warranties contained in this Agreement. For such indemnification to be effective, however, Developer must give Client prompt written notice of any such claim and provide Client such reasonable cooperation and assistance as Client may request in the defense of such suit. Client will have sole control over any such suit or proceeding.

05 Payment

A 33% deposit shall be paid before work commences, 33% shall be paid upon approval of the mockups, and the remaining balance shall be paid within 30 calendar days of the completion of services.

Should the Client fail to pay the Provider the full amount specified in any invoice within 30 calendar days of the invoice's date, interest of 10 percent per annum shall accrue from the 30th calendar day following the invoice's date.

06 Confidentiality

During the term of this Agreement and afterwards, Developer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Reasonable care means at least the same degree of care Developer uses to protect its own confidential information from unauthorized disclosure. Confidential information is limited to information clearly marked as confidential, or disclosed orally that is treated as confidential when disclosed and summarized and identified as confidential in a writing delivered to Developer within 15 days of disclosure. Confidential information does not include information that:the Developer knew before Client disclosed it; is or becomes public knowledge through no fault of Developer; Developer obtains from sources other than Client who owe no duty of confidentiality to Client; or
Developer develops independently.

07 Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party.

08 Applicable Law

This Agreement will be governed by the laws of Camden County, in the State of New Jersey