

Website Design Service Agreement (page 1 of 2)

This Website Design Agreement is being made between Kathy I. Regan of Visionary Designs Online, and Lisa Auclair of Norfolk Farmers Market on May 21, 2020. Kathy I. Regan may also be referred to as the "Website Designer" and the Norfolk Farmers Market may also be referred to as the "Party" or the "Client." Norfolk Farmers Market and Visionary Designs Online may also be referred to together as the "Parties."

1. Design Description, Cost, Payment Schedule, and Timeline

As listed on the attached website design agreement. Note that the Client's FINAL review must be submitted three to five days prior to the website's design work completion and include any and all feedback. The Website Designer will be available for 30 days after completion to provide reasonable technical support and correct any possible errors or deficiencies.

2. Dependencies

In the event that any aspect of this contract is dependent on a third-party service, the quality and punctuality of the finished product(s) may be subject to said party's ability to meet the required timelines and/or level of quality. The Website Designer is not responsible for any delay or defect caused by a third party.

3. Intellectual Property

The Client will own the website design work provided (as per the website service provider's terms of service) and any visuals that were provided with it. The Website Designer will turn over the work product, including any necessary files, and the Client will be responsible for their safekeeping. The Website Designer is not required to keep copies. The Client guarantees that they have the legal right to all materials that were provided to the Website Designer and will not hold the Website Designer responsible for any third-party claims. A copyright notice displaying the client's name will be displayed on the bottom of each page of the client's website.

4. Limited Liability

The Client alone shall be responsible for: the accuracy and adequacy of information and data furnished for processing; the continued operation and maintenance of the computer equipment, hosting and domain fees, and third-party software used with the Finished Product(s), and shall comply with all operational, environmental, and maintenance recommendations and requirements of the applicable licensors, vendors, and manufacturers. The Client agrees that any liability of the Website Designer relating to this agreement and the services performed shall be limited to the amount of fees actually received by the Website Designer from the Client under this agreement regarding the services in question. In no event shall the Website Designer be liable for any special, incidental, indirect, cover, consequential, exemplary, or punitive damages; any damages based on injury to person or property; or any lost sales, profits or data, even if the Client is told that any such damages may occur due to down time, poor performance, or loss of data caused by the website hosting provider or third-party service. Additionally, the Website Designer is not responsible for any issues caused by changes by the Host after the acceptance of this contract, including but not limited to updates to operating system, compile systems, code libraries and languages, or any changes resulting from security violations.

5. Confidentiality

The Website Designer agrees to confidentiality pertaining to your proprietary information (trade secrets, know-how, or any other confidential information that is not publicly available). The Website Designer will not sell your proprietary information to any third-party organization.

6. Credit

The Website Designer retains the right to use the Client's name within its roster of clients. An image and link to the Client's website/application will be placed in the Website Designer's portfolio and website as part of its business portfolio.

7. Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

8. Cancellation/Termination

In the event of cancellation of this project by the Client, the Client shall forfeit the deposit and will pay the Website Designer for all work and expenses already incurred. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

9. Default in Payment

The Client shall assume responsibility for cost outlays by the Website Designer in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

10. Dispute Resolution

Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Website Designer. All actions, whether brought by the Client or by the Website Designer will be filed in the Website Designer's state/county of business/residence.

11. Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

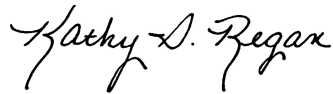
12-a. Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

12-b. Acceptance of Terms

The action of the sending, signing, and receipt of this agreement via mail will hold both parties in acceptance of these terms. This contract is held accountable to the legal system of the United States of America and any applicable statutes held therein. The signature of both parties shall evidence acceptance of these terms.

This Agreement will become effective on May 21, 2020



Kathy I. Regan
Visionary Designs Online
Website Designer

Client Name (print): _____

Signature: _____

Title: _____

Date: _____

Lisa Auclair
Norfolk Farmers Market
Client