crayton.communications, llc

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WEB DESIGN & DEVELOPMENT CONTRACT

1. **TERMS OF AGREEMENT:** Nothing in this agreement obligates the Contractor(s) **CRAYTON COMMUNICATIONS, LLC** to accept the project of website development and design for the

   Client: _____
   In the event the Contractor(s) voluntarily terminates their services before the end of the project, this is the financial responsibility of Client to pay all remaining unpaid hours until the termination period. The contractors must give a twenty four hour notice upon the voluntary termination of the project. The Client must also give a twenty four hour notice to the Contractor(s) if they are voluntary terminating the project. All remaining hours must be paid until the termination period, to the Contractor(s) for work accumulated, plus a $250.00 service fee.

2. **PAYMENT FOR SERVICES:** Payment for services will be paid to the project coordinator, either **DAVID CRAYTON D.B.A. CRAYTON COMMUNICATIONS, LLC**. Bills for website design & development will be billed as follows.
   1/3 down payment before project starts, at contract signing.
   1/3 due at end of first round proof by client
   1/3 Remaining Balance due at the final upload of the website to server.
   Bills will be, submitted and paid in person at the times listed above. All projects will be quoted before starting the project, the above 1/3 down payment is based on the quote. All prices are subject to change according to circumstances that may arise, all price changes will be discussed with the client as soon as they arise.

3. **CONFIDENTIALITY:** Any and all website development and design is under the strictest confidentiality. Under no circumstances shall the Client or the Contractor(s) discus any techniques, content, or secretive information (i.e.. passwords, server information, etc.) In the event that the Client would like to share information with other persons there must be an established line of communication between the Client and the Contractor(s) on what may be discussed or released.

4. **LIABILITY:** The Contractor(s) is not responsible or liable for any content contained within the website, and is not responsible for any unlawful act in which the Client may be engaged in, unknowingly to the Contractor. The Contractor(s) is not liable for any corruption within the website, if altered or changed by the Client or the Clients employees, unless formal training and testing of the Client or the Clients employees by the Contractor(s) has taken place.

5. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Unless Contractor(s) and Client reach a written agreement to the contrary, the Contractor(s) agrees for itself and its personnel that pursuant to the client's requirement, all documents, software, web designs, files, and etc. for only use on the internet, with the exclusions of applications and documents used to create such files, created in part or in whole, by the contractor(s) is the property of the Client, although the Client must have reference to the name of the designing contractor(s) within the final copy and must willing give the Contractor(s) a copy of all files for their portfolio. The Owner has complete control of the above materials and creations, including copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the Client. Although the Contractor(s) can reuse the existing material on other websites for his clients.

   I _____agree to all the terms and Conditions of this contract.

Signature Client:_____

Date:_____