

WEBSITE DESIGN AND DEVELOPMENT CONTRACT



WEBSITE DESIGN AND DEVELOPMENT CONTRACT

DATE: 11/2/2021

**PREPARED BY:**  
Jason Barry

**PREPARED FOR:**  
Broken Arrow Athletics

**NewTek Web Consulting  
DBA Hot Coffey Design  
(Consultant)**

Broken Arrow Athletics  
(Customer)

Service Provided	Price
<b>Website Development</b>  E- Commerce Website on WordPress Platform API to select programs and software chosen by Customer Website will be mobile friendly and responsive to iOS and Android Site SEO Ready Location and Mapping CMS code WooCommerce – Inventory and Variable Pricing platform Team Shops Team Records Team Standings Online Payment Portal – Access to Wholesale Payment Portal/Gateway Hosting with Security  *Pictures and Video to be provided by Customer *Vimeo Subscription paid for by Customer – Needed if there is a lot of videos *Team Records, Standings, Scores, Stats etc...provided by the Customer	\$8,000 See Terms Below
<b>TOTAL</b>	

**Financial Terms:**

- Payment due upon completion of site
- **Payment of \$8,000 upon completion of site**
- 2 (two) sponsorship spots on the homepage
- Additional Charges may incur for updates outside of design scope
- Monthly maintenance charges after 24 months will incur if customer decides to continue with consultant

**Terms and Conditions**

Except for cases of gross negligence or intended acts, will Consultant, its members, agents or employees, be liable for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising from the use of customer web sites, customer products or external links and affiliate sites. Customer agrees to indemnify and hold harmless NewTek Web Consulting DBA Hot Coffey Design, its owners, employees and its agents, from any damages claimed as a result of information, resources, products or services, or third-party links obtained for the Website. Consultant does not warrant the content, condition or functionality of any third-party website, content, information, process or security. Consultant's products and services are provided "as is" without warranty of any kind, either expressed or implied unless otherwise stated, however nothing herein shall limit or change in any way consultants contracted obligations hereunder. In no event shall Hot Coffey Design, L.L.C. or any of its owners, employees and its agents be liable for, indirect, special, incidental or consequential damages arising out of the use of or inability to use our products, services, code or advice.



This contract is to address Development of Broken Arrow Athletics E-Commerce Website.

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the Services are completed and delivered or this Agreement is terminated by both parties. All product and design created under this contract shall be the sole property of customer. Upon any termination, customer shall have access to website and all rights incident thereafter.

**Confidentiality:**

Each party acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical Information and development techniques, business and financial information, e-mail lists, visitor lists, and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to the Advertiser's members.

Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or

disclose the other party's Confidential Information except in performing its obligations under this Agreement. Without limiting the generality of the foregoing,

Each party shall use the same degree of care in the safeguarding the other's party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event, shall it use less than due diligence and reasonable care. Neither party shall alter or remove from any Confidential Information of the other party any valid proprietary, copyright, trademark or trade secret legend.

Thank you for your business, all sales are final. We look forward to working with you to help meet your website objectives. For questions regarding billing, please contact the Hot Coffey Design at 918.928.7932 or email Jason Barry at Jason@HotCoffeyDesign.com

This Contract and the terms herein are collectively referred to as the "Agreement".

Hot Coffey Design, LLC

Broken Arrow Athletics

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Email:** \_\_\_\_\_