



2017 Morris Avenue • Birmingham, AL 35203  
Phone: 205.324.5858 • Fax: 205.324.7620  
Email: [info@kinetic.com](mailto:info@kinetic.com) • [www.kinetic.com](http://www.kinetic.com)

**CONTRACT FOR INTERNET DEVELOPMENT SERVICES  
BETWEEN KINETIC COMMUNICATIONS LLP AND  
XYZ COMPANY, LLC**

This contract represents the terms and conditions of an Agreement between XYZ Company, LLC (hereinafter known as Client) and Kinetic Communications LLP (hereinafter known as Company) for the provision of Internet development services as specified herein. All terms and conditions shall be governed by the laws of the State of Alabama and of the United States of America.

*1. Notice*

Notice of any amendment, change, extension or termination of any portion of this Agreement shall be deemed to be properly given if it is 1) in writing, and 2) delivered by one or more of the following means: (a) personally; (b) faxed or by email with a copy sent by mail via the US Postal Service and/or major overnight carrier (FedEx, UPS, etc.). Until notice is provided, Client shall be liable to Company for the cost of said service(s) as specified in this Agreement and performed up to date of notification.

*2. Services*

Company agrees to render the following services to Client: Website Development Services as outlined in the document entitled "Proposal for XYZ Company Website Redesign & Development" dated August 24, 2009 and incorporated by reference.

Official commencement of the project will begin upon Company's receipt of signed contract. Client acknowledges that any changes, additions, delays resulting from Client's actions, or other alterations to the services outlined, and/or information provided for inclusion in the project after the commencement of services or any approval stages will directly affect, and/or possibly delay, the delivery schedule.

*3. Considerations*

The development fees for the project outlined total \$7,850. The payment schedule will be as follows:

**Payment Schedule**

- Payment 1 – \$2,600 – 1/3 payment due upon project commencement
- Payment 2 – \$2,600 – 1/3 payment due upon concept approval
- Payment 3 – \$2,650 – 1/3 payment or balance of project fees due upon completion

Company prefers payments via EFT or company check. Credit cards can be accepted at additional fees.

The cost of any additional services provided by the Company not outlined in the "Proposal for XYZ Company Website Redesign & Development" document but requested by the Client following project commencement will be the responsibility of the Client and will be billed at fees or hourly rates to be determined, to be conveyed to the Client before occurrence.

Interest will be charged on delayed payments at the rate of 1.5% for each thirty (30) days past due. Payments delayed past sixty (60) calendar days may result in collection action being taken, as well as possible Termination of the Agreement for cause (see Clause 6). Client further agrees to pay reasonable attorney's fees resulting from said collection.

#### *4. Duration*

This Agreement shall remain in full force until the satisfactory completion of all Services enumerated in Clause 2, or until renewal, whichever is shorter.

#### *5. Extension, Termination*

This Agreement may be extended or terminated upon proper Notice (see Clause 1) to the other party by the party wishing to extend or terminate the Agreement. Notice must be received at least 14 calendar days prior to the effective date of the extension or termination. In the event of termination prior to the completion of Services enumerated in Clause 2, Client shall be liable to Company for the amount due on any portion of Services that have been completed.

This Agreement may be terminated for cause upon substantial breach of its provisions by either party. Such breach may include failure to deliver Services as enumerated in Clause 2, failure to make payments as enumerated in Clause 3, or any other action or inaction that a court of competent jurisdiction may hold to be sufficient cause for termination of contract.

Either party may waive, in writing (see Clause 1), its right to terminate the Agreement in the event of any particular breach. Waiver of either party's right to terminate Agreement for cause in any specific instance shall not constitute or require waiver of said rights in any subsequent breach.

#### *6. Protection of Intellectual Property and Trade Secrets*

The Company recognizes that it may be exposed to certain confidential information relating to the operation of Client's business. This information may include such proprietary data as Client lists, internal telephone numbers, staff addresses and telephone numbers and other such information as may not reasonably be considered to be in the public domain, and not placed into the public domain by any action(s) of the Client. Company agrees not to disclose any such information to other parties, or to use such information to the detriment of Client's business operations. Company will take all reasonable and prudent measures to prevent access by unauthorized parties to any proprietary Client information while it is in Company's possession.

Client agrees to permit such reference to work produced for Client under this Agreement as is necessary for Company to develop a portfolio of completed work and to advertise for additional business. Such reference shall include hypertext links from Company's web site

to such completed work as may be available via the Internet, and use of Client's business name and/or logo as a reference in advertising material produced by and for the Company.

Any custom presentation techniques and or consultation processes shall remain the property of the Company and be usable as needed to render services to other clients of the Company.

#### *7. Warranties by Company*

Company hereby warrants that the individual who signs this Agreement is an agent of Kinetic Communications LLP and has legal authority to incur contractual obligations on behalf of the Company.

Company further warrants that services provided under this Agreement shall be performed by qualified agents, subcontractors, or employees of Kinetic Communications LLP who possess the expertise to carry out such duties and actions as may be required to satisfy the terms of the Agreement.

No other expressed or implied warranties of any type as to the services provide by Company are offered.

#### *8. Warranties by Client*

Client hereby warrants that the individual who signs this Agreement is an agent of the Client and has legal authority to incur contractual obligations on behalf of Client.

Client further warrants that it has legal ownership of Copyright under Title 17 of the United States Code or license from the owner(s) of any Copyright on all creative work submitted to Company for use and modification under the terms of this Agreement.

#### *9. Limitation of Liability*

Company assumes no liability for any damage to Client arising out of Client's use of services rendered and/or materials provided in compliance with this Agreement. Company accepts no responsibility for any action of Client that may in any way be related to services provided by Company.

No third parties, such as clients of the Client or any other beneficiaries of services rendered to the Client, shall acquire or obtain any rights or privileges from this Agreement, nor shall they have any standing in legal actions that may arise out of this Agreement.

#### *10. Resolution of Disputes*

If any dispute should arise with respect to the performance of Company's obligations under this contract, including, but not limited to, claims of negligence, breach of contract, misrepresentation, suppression, conversion, or intentional or negligent wrongdoing, all such of claims shall be submitted to non-binding mediation as a prerequisite to any litigation. Company expressly reserves the right to initiate appropriate legal action to collect any sums due under this agreement and to collect pre-judgment interest at the rate of 1.5% per month and all collection costs, including a reasonable attorney's fee, in the event that it is necessary to pursue legal action to collect amounts due pursuant to this contract.

11. *Integration*

This Agreement constitutes the entire understanding of both parties as to the terms and conditions of the Agreement. No other statements contained in correspondence, advertising, or verbal conversations with any representative of Client or of Company shall have any effect or force on the terms and conditions of the Agreement, except as provided within this Agreement.

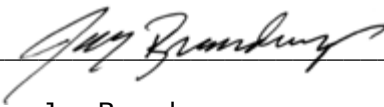
12. *Severability*

If any provision or clause of this Agreement shall be rendered null and void by subsequent legislative or judicial action by the government or courts of the State of Alabama or of the United States of America, such provision or clause shall be considered stricken from the Agreement. The remaining provisions and clauses shall remain in full force for the duration of the Agreement.

Signatures:

Agreed to and Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Kinetic Communications LLP (Company):

Signed \_\_\_\_\_  


Printed Name \_\_\_\_\_ Jay Brandrup \_\_\_\_\_

Title \_\_\_\_\_ Principal \_\_\_\_\_

XYZ Company, LLC (Client):

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_