



AGREEMENT

CONTACT INFORMATION:

Contact name: **Ben Forstag**
Company: **Mac's List**
E-mail address: ben@macslist.org

WEB SITE INFORMATION:

Present WWW URL: macslist.org

1. Definition of Terms.

WATERMELON WEB WORKS: Watermelon Web Works LLC, a Limited Liability Company located in **Portland, OR USA.**

Ben Forstag, an individual representing **Mac's List** located in **Portland, OR, USA.**

AGREEMENT: This agreement and its attachment(s) as listed below.

ATTACHMENT(s): "**WEBSITE ESTIMATE**"

2. Authorization.

The above named Mac's List is engaging WATERMELON WEB WORKS, LLC as an independent contractor for the specific projects of maintaining a World Wide Web site.

Mac's List hereby authorizes WATERMELON WEB WORKS to access any FTP or other accounts associated with this website. Mac's List also authorizes WATERMELON WEB WORKS to publicize its completed Web site to Web search engines, as well as other Web directories and indexes.

3. Warranties.

WATERMELON WEB WORKS represents and warrants to Mac's List that it has the experience and ability to perform the services required by this contract; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this AGREEMENT; and that its performance of this AGREEMENT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Mac's List will not determine or exercise control as to general procedures or formats necessary to have these services meet Mac's List'S satisfaction.

Mac's List represents and warrants to WATERMELON WEB WORKS that it will provide Mac's List materials as required in a professional, competent, and timely manner; that it has the power to enter into this Agreement on behalf of Mac's List and that its performance of this AGREEMENT shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

4. Standard Web Site Maintenance and Marketing Services.

The standard Web site improvement services as defined through WATERMELON WEB WORKS are as follows:

- E-mail/phone consultation - (Initial planning/development one-hour consultation is free. All further meetings are billed at normal rate).



- Text Content - Final text page content shall be supplied by Mac's List.
- Images - Photos shall be supplied by Mac's List unless specifically arranged otherwise.
- Minor changes to site layout/navigation, text, addition of pages and forms will be completed by WATERMELON WEB WORKS and/or Mac's List.
- Installation of Web pages on the WATERMELON WEB WORKS hosting space or other web server/ qualified hosting space provided by Mac's List.
- Best known practices to optimize site for search engines. Submission service to paid placement search engines such as Yahoo, Looksmart, Overture, GoogleAdWords, is additional at our hourly rate and does not include placement fees.

5. Fees.

WATERMELON WEB WORKS will execute these Web site maintenance and marketing services as specified by Mac's List requirements in terms of this AGREEMENT and incorporated in this AGREEMENT.

Site design, development, promotion & programming at our hourly rate.

6. Completion Date.

WATERMELON WEB WORKS and Mac's List must work together to complete the projects in a timely manner. Much of this depends on receiving the appropriate images and text from Mac's List. We agree to work expeditiously to complete the projects in a professional and timely fashion.

7. Assignment of Project.

WATERMELON WEB WORKS reserves the right to assign subcontractors to this project to ensure the right fit for the job as well as on-time completion.

WATERMELON WEB WORKS will be responsible for the final results of the project.

8. Additional Expenses.

Mac's List agrees to reimburse WATERMELON WEB WORKS for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, secure certificate and dedicated IP address (if accepting credit cards online), pre-packaged custom software, etc. Any additional expenses will be cleared with Mac's List prior to starting the project.

9. Copyrights and Trademarks.

Mac's List represents to WATERMELON WEB WORKS and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to WATERMELON WEB WORKS for inclusion in Web pages are owned by Mac's List or that Mac's List has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend WATERMELON WEB WORKS and its subcontractors from any claim or suit arising from the use of such elements furnished by Mac's List .



10. Age.

Mac's List certifies that its representatives, Ben Forstag are over 18 years of age.

11. Limited Liability.

Mac's List hereby agrees that any material submitted for publication will not contain anything leading to an abusive or unethical use of the Web Hosting Service or Host Server. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, violations of privacy, computer viruses, any harassing and harmful material or uses, any illegal activity, or material advocating illegal activity and any infringement of privacy or libel.

Mac's List hereby agrees to indemnify and hold harmless WATERMELON WEB WORKS from any claim resulting from Mac's List 'S publication of material or use of those materials. Mac's List hereby agrees to indemnify and hold harmless WATERMELON WEB WORKS in any claim resulting from the submission of illegal materials.

Under no circumstances, including negligence, shall WATERMELON WEB WORKS, its offices, agents, or anyone else involved in creating, producing, or distributing its services, be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use WATERMELON WEB WORKS services; or that results from mistakes, omissions, interruptions, deletion, or loss of files or data, errors, defects, delays in operation, or of performance, whether or not limited to acts of Nature, communication failure, theft, destruction, or unauthorized access to WATERMELON WEB WORKS records, programs, or services. WATERMELON WEB WORKS maintains sole responsibility for data back-ups and restoration. Mac's List hereby acknowledges that this paragraph shall apply to all content on WATERMELON WEB WORKS services.

Notwithstanding the above, Mac's List 'S exclusive remedies for all damages, losses, and causes of actions whether in AGREEMENT, tort including negligence, or otherwise, shall not exceed the aggregate dollar amount that Mac's List paid during the term of this AGREEMENT and any reasonable attorney's fee and court costs.

12. Indemnification.

Mac's List agrees that it shall defend, indemnify, save and hold WATERMELON WEB WORKS harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, ("Liabilities") asserted against WATERMELON WEB WORKS, agents, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed by or any product sold by Mac's List, its agents, employee, or assigns. Mac's List agrees to defend, indemnify and hold harmless WATERMELON WEB WORKS against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with WATERMELON WEB WORKS service, any material supplied by Mac's List , infringing on the proprietary rights of a third party, copyright infringement, and any defective product which Mac's List has sold from the Web site WATERMELON WEB WORKS has designed.

WATERMELON WEB WORKS agrees that it shall defend, indemnify, save and hold Mac's List harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, ("Liabilities") asserted against Mac's List, agents, servants, officers, and employees, that may arise or result from any service provided or performed or agreed to be performed by or any product sold by WATERMELON WEB WORKS, its agents, employee, or assigns. WATERMELON WEB



WORKS agrees to defend, indemnify and hold harmless Mac's List against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed in connection with Mac's List service, any material supplied by WATERMELON WEB WORKS, infringing on the proprietary rights of a third party, copyright infringement, and any defective product which WATERMELON WEB WORKS has sold from the website Mac's List has designed.

13. Laws Affecting Electronic Commerce.

Mac's List agrees that Mac's List is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend WATERMELON WEB WORKS and its subcontractors from any claim, suit, penalty, tax, or tariff arising from Mac's List 'S use of Internet electronic commerce.

14. Copyright to Web Pages.

Copyright to the finished, assembled work of Web pages produced by WATERMELON WEB WORKS is owned by Mac's List. Upon final payment of this AGREEMENT, Mac's List and/ or its client is assigned copyright ownership of the Web site design, photos, graphics, source code and text contained in the finished, assembled Web site. WATERMELON WEB WORKS and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

16. Non-Disclosure.

WATERMELON WEB WORKS, its employees, and subcontractors agree that, except as directed by Mac's List, it will not at any time during or after the term of this AGREEMENT disclose any Confidential Information to any person whatsoever.

17. Cancellation.

In the event that work is postponed or canceled at the request of Mac's List or WATERMELON WEB WORKS, LLC by registered letter, WATERMELON WEB WORKS shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this AGREEMENT. If additional payment is due, this shall be payable within 15 days of Mac's List 'S notification to stop work. In the event of cancellation, Mac's List shall also pay any expenses incurred by WATERMELON WEB WORKS and WATERMELON WEB WORKS shall own all rights to the Work. Mac's List shall assume responsibility for all collection of legal fees necessitated by default in payment.

18. Refund Policy.

If Mac's List applies by a certified letter for a refund within fifteen (15) days of signing this AGREEMENT, work already completed shall be billed at our hourly rate and deducted from the initial payment. If the work that has been completed is beyond the amount covered in the initial payment, Mac's List shall be liable to pay for all work completed at our hourly rate.

19. Arbitration.

Any disputes in excess of \$1,000 arising out of this AGREEMENT shall be submitted to arbitration before a mutually agreed-upon Arbitrator located in Multnomah County, Oregon, pursuant to the rules of the American Arbitration Association. Mac's List shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of WATERMELON WEB WORKS.



20. Payment of Fees.

All services agreed to in this AGREEMENT, shall be sold for the price(s) specified at the end of this document. Payment shall be by cash, check, or money order, in U.S. dollars, and made payable to "Watermelon Web Works, LLC".

In order for WATERMELON WEB WORKS to remain in business, payments must be made promptly. Invoices are due upon receipt. Delinquent bills will be assessed a \$15 charge if payment is not received within 10 days of the due date. If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. WATERMELON WEB WORKS reserves the right to remove Web pages from viewing on the Internet until final payment is made. In case collection proves necessary, Mac's List agrees to pay all fees incurred by that process. This AGREEMENT becomes effective only when signed by WATERMELON WEB WORKS. Regardless of the place of signing of this AGREEMENT, Mac's List agrees that for purposes of venue, this AGREEMENT was entered into in Multnomah County, Oregon, and any dispute will be litigated or arbitrated in Multnomah County, Oregon. Please pay on time.

21. Entire Understanding.

This AGREEMENT constitutes the sole agreement between WATERMELON WEB WORKS and Mac's List regarding its Web Design Service. It becomes effective only when signed by both parties. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Oregon. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this AGREEMENT on behalf of his or her organization or business.



Signatures:

On behalf of Mac's List:

Ben Forstag

Date: _____

On behalf of WATERMELON WEB WORKS, LLC:

A handwritten signature in black ink, appearing to read "Paul Clerc". The signature is written in a cursive style with a long horizontal stroke at the end.

Paul Clerc (Managing Member)

Date: Wednesday, September 23, 2015



Project Estimate

Watermelon Web Works, LLC
 PO Box 652
 Portland, OR 97207-0652
 971-645-4352
 billing@watermelonwebworks.com

Date	Quotation #
9/16/2015	2015-1326

Prepared By:
Paul Clerc

Estimate expires:
90 days from today

Prepared For:
Ben Forstag

Hours	Description	Rate	Project Estimate Tot...
3.5	WordPress Monthly maintenance plan to keep software updated and secure and to include: - Maintenance of the Mac's List mySQL/PHP database - Website design projects / edits Please see details at https://www.watermelonwebworks.com/services/website-maintenance/	95.00	332.50

Signature:

Email:

Project Estimate Total: \$332.50

*This is an estimate only. Final cost will be based on actual time spent to meet project specifications and is billed at our hourly rate. Please call us at 971.645.4352 with any questions about this estimate.