WEB DEVELOPER AGREEMENT

This Web Developer Agreement (hereinafter referred to as the "Agreement") is entered into as of this [date], 2009 by and between [client's name] (hereinafter referred to as "Client") and [consultant's name], an individual (hereinafter referred to as "Consultant"), for services concerning the development of a Web site for the Client's business.

NOW, THEREFORE, Client and Consultant agree to the following terms and conditions:

<div align="center">

AGREEMENT

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1. **Relationship**. Consultant understands that this relationship with Client is that of an independent contractor and that nothing in this Agreement creates a joint venture, partnership, or employer-employee relationship. Accordingly, Consultant is not entitled to any benefits that may ordinarily be extended to employees, and is not authorized to make any representation, contract or commitment on behalf of Client unless specifically authorized to do so by Client. The parties hereto understand that neither of them has authority to bind the other in any contractual arrangement with any third party.

2. **Consultant Services.** Consultant will create a Web site per the attached specifications (Attachment A). Consultant will make a best effort that the Web site content and design meet the needs of Client. Consultant will gather the Web content, such as product and business info, pricing, parts catalog data, product photos, etc. from Client. Consultant will also create a Web site design "look and feel", subject to approval by Client. Client will be given a chance to review the content and design, and Consultant will input necessary changes.

   When the content and design are final, Consultant will assist Client in uploading the finished files to the Web hosting company of Client's choice.

   Client will be responsible for registering the Web site's domain name, choosing the Web hosting company, and paying any fees associated with these. Client is also responsible for fees associated with a PayPal account.

   After the Web site is finished and deployed (uploaded to the host server), the Client may want to update the Web site, such as adding pages or information to a page. These updates are not addressed by this Agreement, and must be negotiated separately between Client and Consultant (or the Client may decide to contract with a different agency to do updates, or do them personally). Nor does this Agreement include the process of submitting the newly-developed site to one or more search engines – client can choose to do this personally, pay a "submittal service" to do so, or contract with Consultant for this task under a separate agreement.

3. **Time Frame**. Consultant shall begin work on the project [date], and will submit a set of site pages to Client for review on [date]. Client will review the pages and return comments and suggested changes to Consultant by [date]. Consultant will then input these changes and begin entering and proofreading the parts catalog data. The Client will then be given a final review period; the Web site will be finished by [date].

4. **Compensation.**
   a) For the site design and content generation part of the project, Client shall compensate Consultant by paying Consultant [rate], up to a maximum of [x] hours. If the scope of the specifications or project changes (see Attachment A) significantly after this Agreement is signed, this upper limit of [x] hours can be increased per negotiation between Client and Consultant.
   b) For the parts catalog data entry/proofreading part of the project, Client shall compensate Consultant by paying Consultant [rate] per hour, up to a maximum of [x] hours.

   Consultant will keep track of hours worked, and will bill Client only for those hours actually spent developing the Web site content and design or entering and proofreading the parts catalog. Attachment B details anticipated charges for including a parts catalog with the Web site as well as for submitting the Web site to a variety of search engines.

   Client agrees to pay Consultant an advance of approximately one quarter of the fee ([$amount]) before work begins. The balance of payment is due no later than 30 days after satisfactory completion of the services. Client is responsible for providing a 1099 MISC Form to report nonemployee compensation to the Consultant as an independent contractor if the services to be performed exceed $600.00

5. **Incidental Expenses**. Any incidental expenses incurred by Consultant, including, but not limited to, telephone, copying, postage, etc., will be reimbursed by Client, not to exceed $100 without prior approval of Client, upon receipt by Client of an invoice and appropriate records of expenses.

6. **Priority of this Agreement**. This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings. Any amendment to this Agreement must in writing signed by both parties.

7. **Severability**. If any term or provision of this Agreement shall to any extent be declared illegal or unenforceable by arbitrator(s) or by a duly authorized court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and the illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term of provision.

   Either party may terminate this Agreement at will. However: If Client terminates the Agreement before the Web site development is complete, Client agrees to pay Consultant for the work done to date. If Consultant terminates the Agreement before the Web development is complete, Consultant agrees to refund Client any fees paid so far.

8. **Choice of Law**. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Pennsylvania, excluding conflicts of law principles.

   IN WITNESS WHEREOF, each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

_____   _____

By: _____   By: _____
   (Consultant Signature)   (Authorized Signature)

_____   _____
  (Consultant's Printed Name)   (Client's Printed Name)

Date: _____   Date: _____

Attachment A:
Web Site Specifications

1) Web site shall consist of the following main components:
   a) Home page with various buttons, including About Us, Contact Us, and product buttons (categories taken from existing ad).
   b) Each product button will lead to a product page that includes descriptive text, an example product description or two, possibly a sample photo or two, the relevant parts catalog data, and a button that leads to the Orders & Inquiries Form.
   c) The Orders & Inquires Form shall be modeled after Client's choice of order form.

Standard Web site design features, such as "top of page" buttons for long pages, "home" button to take you back to the home page from wherever you are, and copyright notice will also be included.

2) Web site shall include the following additional features:
   a) Site search box
   b) Counter (counts how many people have visited the site)
   c) Careful keyword coding in the HTML to maximize the chance of the site being included in the top-ten search engine results.

Attachment B:
Anticipated Charges for Submitting the Web Site to a Variety of Search Engines

Consultant anticipates an extra [x] hours maximum to submit the Web site to the major search engines, such as Yahoo, Excite, Google, Hot Bot, AltaVista, etc. Client would be responsible for approving and paying for submittal to any search engines that charge fees for submittal (such as Ask Jeeves). Submittal work would be charged at the rate of [$rate]; Consultant will bill only for those hours actually worked (with [x] hours being a maximum charge).