

WEB SITE DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between Argent Design ("Developer"), with its principal place of business located at _____ and ("Client"), with its principal place of business located at _____ and shall be effective as of (the "Effective Date").

RECITALS

WHEREAS, Developer is engaged in the business of the design and implementation of Internet web sites,

WHEREAS, Client desires to retain Developer for the design and implementation of the web site set forth herein,

NOW THEREFORE, Developer and Client agree as follows:

1. Scope of Services

Developer agrees to design and implement a web site for Client in accordance with the specifications set forth in "Exhibit A" (the "Statement of Work").

2. Price and Payment Terms

Client will pay Developer for the Development Services according to the terms and time frames for completion set forth in "Exhibit A".

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend to and terminate upon completion of the Development Services. Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination without cause, Client agrees to pay Developer for all Development Services performed up to the date of termination. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

4. Ownership of Intellectual Property

To the extent that Developer has received payment of compensation as provided in this Agreement, Developer hereby assigns to Client all right, title, and interest in any intellectual property created or developed by Developer for Client under this agreement.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Developer and will not be disclosed or used by Developer except to the extent that such disclosure or use is reasonably necessary to the performance of the Development Services.

B. All information relating to Developer that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of 90 days after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Developer warrants that the Development Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Remedies

Client's sole and exclusive remedy for any claim against Developer with respect to the quality of the Development Services will be the correction by Developer of any material defects or deficiencies therein, of which Client notifies Developer in writing within ninety (90) days after the completion of that portion of the Development Services. In the absence of any such notice, the Development Services will be deemed satisfactory to and accepted by Client.

8. Limitation of Liability

In no event will Developer be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Development Services, whether in contract, tort or otherwise, even if Client has been advised of the possibility of such loss or damages. Client further agrees that the total liability of the Developer for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Developer, whether in contract, tort or otherwise, will not exceed an amount

equal to the amount actually paid by Client to Developer for the Development Services during the twelve (12) month period preceding the date the claim arises. Client will indemnify and hold Developer harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Developer therein, arising out of or in conjunction with Client's performance under or breach of this Agreement. Client warrants and represents that it is the rightful owner or licensee of all content that it may provide to Developer for implementation on the web site. Client will indemnify and hold Developer harmless against any claims for infringement of intellectual property, including but not limited to infringement of any copyright, trademark, patent or trade secret made against Developer by any third party.

9. Relation of Parties

The performance by Developer of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Developer and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Tennessee. The arbitration will be held in Tennessee. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Developer Argent Design
By: _____
Title: Web Developer

Client
By: _____
Title: Client

EXHIBIT A: STATEMENT OF WORK

[NOTE TO CONTRACT EDGE USER - SPECIAL CARE SHOULD BE TAKEN TO ENSURE THAT THE TERMS SELECTED TO BE SET FORTH IN THIS STATEMENT OF WORK ARE CONSISTENT WITH THE TERMS AND CONDITIONS OF THE AGREEMENT THAT IT ACCOMPANIES. THIS OUTLINE IS INTENDED ONLY AS A GUIDE. IT IS APPROPRIATE FOR YOU TO ADD OR DELETE SECTIONS BASED ON THE SPECIFIC PROJECT REQUIREMENTS. THE NOTES IN ALL CAPITALS AND THE INSTRUCTIONS IN ITALICS SHOULD BE DELETED FROM THE FINAL DOCUMENT AND REPLACED WITH APPROPRIATE SECTIONS.]

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1.0 Project Background

Provide a brief description of the background of this project.

2.0 Scope

Specify the range and limits of the requested products and services. This section might include:

- * The expected scope of the work required to complete this project*
- * Any boundaries that have been established to limit the scope of work*
- * Procedures that will be used to address a change in scope.*

3.0 Key Tasks and Milestones

This section might include:

- * *Primary tasks required to complete this project*
- * *Tasks that qualify as milestones for measuring project progress*
- * *Tasks on the critical path.*

3.1.1 *Task 1 - State task*

3.1.2 *Task 2 - State task*

3.1.3 *Task 3 - State task*

4.0 Project Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

This section might include a complete list of the project deliverables.

5.0 Time and Cost Estimates

[NOTE TO CONTRACTEDGE USER: SPECIAL CARE MUST BE TAKEN WHEN CREATING THIS SECTION TO ENSURE CONSISTENCY WITH ANY PROVISIONS OF THE AGREEMENT DEALING WITH TERM AND/OR TERMINATION.]

This section might include:

- * *The start and end dates*
- * *When the project is expected to be completed*
- * *Cost estimates.*

[NOTE TO CONTRACTEDGE USER: FOR THE NEXT THREE TERMS AND CONDITIONS, CHOOSE EITHER 6.0 THROUGH 6.2 FOR THE FIXED-PRICE OPTION OR 6.0 THROUGH 6.2 FOR THE HOURLY OPTION, BUT NOT BOTH. DELETE THE UNUSED OPTION.]

6.0 Price and Payment

Developer is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The fixed price for this Statement of Work is: \$_____.

6.1 Invoices

Services will be invoiced according to the following payment schedule:

Milestone or Date	Amount Due
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- 1.
- 2.
- 3.
- 4.

6.2 Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Developer reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

6.0 Price and Payment

[NOTE TO CONTRACTEDGE USER: FOLLOWING IS THE HOURLY-BASIS OPTION FOR 6.0 THROUGH 6.2. DELETE THE UNUSED OPTION – EITHER FIXED-PRICE OR HOURLY.]

Developer is being hired on an hourly basis to perform the Services and provide the Deliverables according to this Statement of Work. This Statement of Work is subject to a nonbinding estimate of total labor costs to complete this work. Client accepts that a stable scope of work is critical to achieving the price estimates. Testing and debugging work is considered a normal part of work performed under this Statement of Work at the rates specified. Developer will maintain daily records of hours and tasks performed, which will be submitted to Client upon request. All work schedules will be considered reasonably accurate estimates, subject to revision.

6.1 Invoices

Services will be invoiced monthly.

6.2 Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Developer reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

7.0 Project Organization and Personnel Requirements

This section might include:

- * *The resources that will be involved in this project*
- * *How the project team will be organized*
- * *The key reporting relationships.*

8.0 Supporting Documentation

Supporting documentation might include:

Specifications
Project Plan

Project Initiation (Request) Documentation
Roles and Responsibilities Matrix
Change Request Forms
Communications Plans
Project Budgets and Spending Forecasts
Feasibility Studies
Technical Design/Specification Documents
Requirements Documents
Organizational Charts
Status Report Forms
Meeting Procedures
Risk Reporting Forms
Project Calendars and Timesheets
Vendor Contracts
Team Contact Lists
Administrative Procedures

9.0 Expenses

Prices quoted for Services do not include and Client will reimburse Developer for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing.

