

WEBSITE MAINTENANCE AGREEMENT

This Website Design Agreement (the "Agreement") is entered into Jan 1, 2023 (the "Effective Date"), by and between HICO ESD, with an address of PO Box 202 Hico, Texas 76457 (the "Client") and Ashley McLean/Holt, with an address of _____ (the "Designer"), collectively "the Parties."

1. **Project Description.** Client wishes to hire Designer to manage a Website. The specific requirements and the details as stated by Client are as follows:

Upload monthly documents, correct small errors, update upcoming events, any small changes excluding any large design or domain changes.

Agreement continues until either party chooses to terminate. Decision to terminate must be disclosed 30 days prior to payment due date.

2. **Payment.** The Parties agree to the following Payment and Payment Terms:

Chargeable at a rate of \$45/month.

Payment can be made by mail on the 1st of each month at _____ or dropped off at _____

There is a \$5 late fee for payments not made by the 10th of the month.

There is a \$25 processing fee in the event that a check is returned due to insufficient funds.

3. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Website in its final form. Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.
4. **Ownership Rights.** Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Project. Designer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Designer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

5. **Representations and Warranties.**

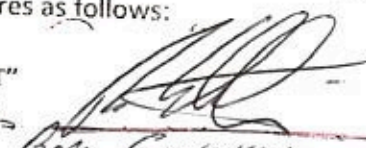
Designer. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that it has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

6. **Disclaimer of Warranties.** Designer shall create a Website for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).
7. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.
8. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
9. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

"CLIENT"

Signed: 

By: Prof. Gustafson

Date: 2/15/2023

"DESIGNER"

Signed: 

By: Ashley Holt