



## Website Development Agreement

This agreement is made and entered into as of January 9, 2013 by and between TGCPFBH, whose address is 112 West Beaugard San Angelo, Texas 76903, , hereinafter referred to as "TGCPFBH" and RELATIVE MARKETING AND DESIGN, whose address is 3406 Knickerbocker, San Angelo, Texas, 76904, and who is hereinafter referred to as "RELATIVE."

WITNESSETH:

WHEREAS, TGCPFBH desires to hire RELATIVE to perform certain services, and RELATIVE desires to perform such services, on the terms and conditions hereinafter set forth:

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties and each of them do hereby agree, contract, and bind themselves, as follows:

1. RELATIVE will, perform such services in a good and workmanlike manner, to the best of their professional ability, as TGCPFBH requests.
2. All sums to be paid to RELATIVE by TGCPFBH hereunder shall be paid within fifteen (7) days after receipt of statement.
3. The said services of RELATIVE will be paid for at the following rate: 50% up front and the remaining 50% at completion for a total of \$1750.00 . In exchange for this fee, RELATIVE will provide the following deliverables:
  - i. Marketing Strategy Consultation

- ii. Website Development; including php development, copy editing, photo editing, search engine optimization, beta testing, Facebook integration, Branded Facebook Company profile creation.
  - b. TGCPFBH agrees to pay a quarterly hosting fee of \$90 to RELATIVE's sub-contractor, WAC Tech LLC., in exchange for website hosting and general maintenance.
  - c. RELATIVE shall also be reimbursed for all pre-approved or reasonable out-of-pocket travel, hotel, meal and incidental expenses, postage costs, color copies and any other costs to which the parties may agree.
  - d. If TGCPFBH would like to hire RELATIVE for other services, those services will be billed at a rate agreed upon and set based on the A la Carte price list provided by RELATIVE.
  - e. All work, work product, materials, and other property of any kind of nature, tangible or intangible, in whole or part, regardless of by who such acts were performed, and all rights and privileges relating thereto, arising from or related to the services to be performed hereunder by RELATIVE shall be, become and remain the joint property of RELATIVE and TGCPFBH.
4. RELATIVE shall obtain all necessary permission and rights or other, if any, necessary for the performance of their services hereunder.
5. It is understood and agreed that at all times RELATIVE's relationship to TGCPFBH will be that of an independent contractor and not that of an employee, agent or servant of TGCPFBH.

6. TGCPFBH and RELATIVE, individually and collectively, acknowledge that confidential information may be disclosed to the other party during the course of this Agreement. Each party agrees that it shall take reasonable steps to protect this confidential information of another party, at least substantially equivalent to the steps it takes to protect its own proprietary information during the term of this agreement.
7. The original term of this Agreement is until project completion, and shall continue upon agreement of both parties.
8. General Provision
  - a. All notices required to be given hereunder, shall be given in writing either by personal delivery or by mail.
  - b. No provision of this Agreement may be changed, modified or waived in whole or in part except by a written instrument duly signed by all parties hereto.
  - c. In the event that any portion of this Agreement is determined to be invalid or illegal, such invalidity or illegality shall not impair the operation or effect of any remaining portions of the Agreement.
  - d. This Agreement shall be construed and interpreted in accordance with the laws of this State of Texas.
  - e. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall supersede all prior written or oral agreements, if any, between the parties regarding the subject matter, hereof.
  - f. No party to this Agreement is granted any express or implied right or authorization to assume or to create any obligation or

responsibility of any other party toward non-parties to this Agreement.

- g. Unless the parties mutually agree otherwise, all claims or disputes between RELATIVE and TGCPFBH arising out of, or relating to, the Contract Document or the breach thereof shall be decided by arbitration in accordance with the current Arbitration Rules of the American Arbitration Association. Notice of the demand for arbitration shall be filed in writing with the other party to the TGCPFBH-RELATIVE Agreement and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen.

IN WITNESS WHEREOF, this Agreement is signed, sealed, executed and delivered as of the date first herein above written by the parties hereto.

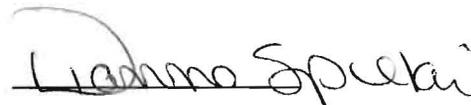
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1/9/2013



TGCPFBH

DIANNA SPIEKER

  
Tom Green Co  
Treasurer