



YUKKA DREAM CONSULTING INC.  
19401 S. Vermont Ave., J-102A, Torrance, CA 90502  
t. 310-516-0129 f. 310-516-8137

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## WEB DEVELOPMENT AGREEMENT

This Web Development Agreement (hereinafter referred to as the “Agreement”) is entered into as of this 17<sup>th</sup> October, 2006 by and between [REDACTED], hereinafter referred to as “Client”, and YUKKA DREAM CONSULTING INC., (Principal business location: 19401 S. Vermont Ave., Torrance, CA 90502), hereinafter referred to as “Consultant”, for services concerning the development of a Web site for the Client’s business.

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

### AGREEMENT

1. Consultant Services. 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 server 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.

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 or changing information on a page. 45-days from the date of deployment of the Web site, the Consultant will work on these request at no extra cost. These no-extra-cost work will be applied for web site tune up purpose based on the direction set at the beginning of the development. All other additional jobs shall be directed outside of this agreement. Nor does this Agreement include the process of submitting the newly-development 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.

2. Time Frame & Scope of the project. Consultant shall begin work on the project 17<sup>th</sup> October 2006, and will submit a trial site design to Client for review. Client will review the pages and return comments and suggested changes to Consultant. Consultant will then input these changes. The Client will then be given a final review period. A best estimated/suggested planning at this moment is provided with this contract paper as a “development proposal sheet”. The planning of the project may be modified throughout development phase based on more detailed planning discussed by the Client and the Consultant.
3. Guarantee of the Web system. From successful launch until the end of the first 12<sup>th</sup> month, should Web system stop working as desired, Consultant will make a best effort to recover the initial function of Web system. The work scope will be limited within the original content/design development. Failure of other system elements outside of Web development, server hardware failure/connection line problem etc., are not responsibility of Consultant.



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4. Fee.
  - a) For the site design and content generation part of the project, Client shall compensate Consultant by paying \$[REDACTED].
  - b) Upon commencement of the project, 50% of the total compensation shall be paid by Client to Consultant. This payment shall be non-refundable.
  - c) If the scope of the specifications or project changes significantly after this Agreement, the amount of compensation shall be reviewed and made under the written agreement of Client and Consultant.
  
5. Projected date of on-line. This Agreement sets the week starting on 11<sup>th</sup> December as projected completion week of development. Consultant shall make best effort to track the timeframe of the project and complete the project. Should contingent situation affecting the timeframe, Client/Consultant shall make written notice to the other party as situation arise, and new completion date shall be set under both party's consent.
  
6. Termination. As ultimate contingent situation arises, either party can initiate the termination process. Typical contingency include:
  - a) The project has no other way, but to be cancelled due to the business direction change. In this case, the canceling party waves the initial payment/receipt.
  - b) When unreasonable hold of project activities on one party occurred, the other party can walk away from the project without waving the initial payment/receipt.

This article is only intended for the ultimate contingent situation to resolve and shall be executed through evaluation of the situation from both sides. Either party agrees to keep positive/proactive position to complete the project after signing this Agreement.
  
7. 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 be in writing signed by both parties.
  
8. Limitation of liability. Neither Consultant, nor any of its agents, contractors, technicians, or employees shall be liable to Client or any other person or organization in contact for any general, special, indirect, incidental, or consequential damage whatsoever which arises out of or is in connection with the terms of this Agreement.
  
9. NONDISCLOSURE. Both parties agree not to disclose to any third party any proprietary or confidential information obtained during this Agreement while the Agreement is in force and for three years thereafter, including any and all technology and trade secrets now existing or arising in the future.
  
10. Choice of Law. The validity, performance and construction of this Agreement shall be governed by the laws of the State of California, excluding conflicts of law principles.



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**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:  
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YUKKA DREAM CONSULTING INC.

Date: 17<sup>th</sup> October, 2006

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Client's Printed Name)

Date: \_\_\_\_\_