

AGREEMENT FOR WEBSITE DESIGN SERVICES

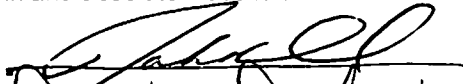
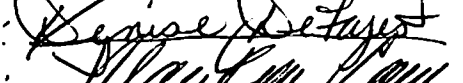
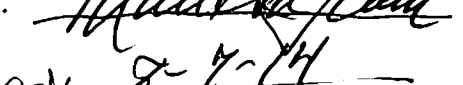
This agreement is by and between **David Stefanelli (the Website Designer) and Emerald Lake Village District
PO Box 2217
Hillsborough, NH, 03244, USA**

(Hereinafter "Client"). For the mutual consideration as described herein the parties hereby agree as follows:

1. That the Website Designer agrees to design and create a website for Client as described in the scope description attached.
 2. It is further acknowledged that any additional services shall not be included pursuant to this agreement. Such services include but are not limited to: Site Hosting, Domain Name Registration, Stock Photography or Additional Marketing. Client hereby understands that the Website Designer does not provide such services directly and that all such services are outsourced on behalf of Client and at Clients' request. Upon Client's request, the Website Designer shall arrange for said services. Said Services shall be paid for by Credit Card or Check directly from Client to the appropriate service provider. In such event, the Website Designer has no contractual relationship with any of these additional service providers and Client's agreements with these additional service providers shall be separate and distinct from this agreement. While the Website Designer understands and believes all such recommended additional service providers to be reputable, the Website Designer shall not be held liable to Client for any breach or other liabilities whatsoever which may now, or ever, arise with respect to the Website Designer's arrangement for these services on behalf of Client or for any issues which may arise between Client and such additional service providers.
 - a. With respect to website hosting, these services shall be provided to Client by a third party hosting company, which shall be selected by the Website Designer unless otherwise requested by Client. Client shall be billed separately by said Hosting Company (pursuant to Client's chosen method of payment) and Client shall abide by said Hosting Company rules, regulations and contract. The Website Designer shall not be held liable for any issues regarding the services provided by said hosting company, including but not limited to any interruption of service.
 3. That the Website Designer shall complete said services within 30 days of the execution of this agreement or sooner provided that Client has provided, if necessary, any and all data, information or photographs which are to be incorporated into the website design.
 4. That in consideration of said services The Client agrees to pay the Website Designer the sum of \$1600.00 (Sixteen Hundred US Dollars). Client further agrees to pay 50% (\$800.00) of sum upon the execution of this agreement. Check or Money Order only accepted. The balance being paid within 10 days of the completion of the services as described herein unless otherwise agreed to in writing. Said services shall be deemed to be completed upon presentation to Client of the finished site design and the placement of site to a correct IP address.
 5. That Client may cancel this agreement upon written notice to the Website Designer. In the event of such cancellation client shall be responsible for payment of a portion of the total amount due pursuant to this agreement in accordance with the following schedule:
 - a. Cancellation prior to beginning of graphic layout – 33%
 - b. Cancellation after graphic layout has begun but prior to full completion of graphic layout – 66%.
 - c. After graphic layout has been completed – 100%
- Upon full payment, the Website Designer shall transfer all of its copyright interest in and to the designs as produced pursuant to this agreement to Client.
6. In the event of the cancellation of this agreement pursuant to paragraph 5(a) or 5(b), the Website Designer shall not deliver to Client any work product completed or in progress and Client may not utilize any such work product for any purposes. In the event of a cancellation pursuant to paragraph 5(c) Client shall be delivered all completed work in digital form to utilize as Client chooses.

7. Upon Client's request and at the total discretion of the Website Designer, the Website Designer can provide updates to the website, time permitting, and/or design additional pages within the same template at the rate of \$35.00/hr to be paid within 14 days of invoice. A 5% late fee per day will be attached on monies due after 30 days late.
8. The Client represents to the Website Designer and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, artwork, audio, movie files or any other material whatsoever furnished to the Website Designer for inclusion in Web Pages are owned by the client, or that the client has permission from the rightful owner to use such elements, and that the Client shall indemnify, hold harmless, protect, and defend the Website Designer and its subcontractors from any claim, suit or action arising from the use of such elements furnished by the client.
9. The Client agrees that any material submitted for publication shall not contain any content leading to an abusive or unethical use of the Web Hosting Service, the Host Server or the Website Designer. Abusive and unethical materials and uses include, but are not limited to, pornography, obscenity, nudity, computer viruses, harassment, any illegal activity, spamming, illegal software piracy, hacking, advocacy of an illegal activity, and/or any infringement of privacy. Client hereby agrees to indemnify and hold harmless the Website Designer from any claim resulting from the Client's publication of material or use of any such materials. The Website Designer refusal to incorporate any such material into its design shall not be considered a breach of this agreement.
10. It is further agreed that the Website Designer shall not be liable for any consequential damages, losses, or actions, which may result with respect to its design, creation or implementation of any website, which is subject to this agreement, and that any such damages, losses or actions shall be limited to the amount of consideration paid by Client to the Website Designer pursuant to this agreement.
11. The Website Designer will place the appropriate text or small image logo for website design credit on the home page of the Client's website. Listed credit shall contain an active link and absolute website address to DavidsWebs.com homepage.

Wednesday, July 02, 2014

John Veilord: 
 Denise Deforest: 
 Heather Carson: 
 Date signed: 8-4-14

 David Stefanelli

For ELVD

Please make your payment payable to David Stefanelli.

David Stefanelli
 46 Emerald Drive
 Hillsboro, NH 03244

David Stefanelli
46 Emerald Drive
Hillsboro, NH 03244
603-464-5227
david@davidswwebs.com

Web Design & Programming Scope for ELVDNH.com

DATE:	July 2, 2014
CLIENT:	The Emerald Lake Village District Hillsborough, New Hampshire 03244
SCOPE:	<ul style="list-style-type: none">- 1-25 HTML page website.- Complete design of custom site graphics/ custom logo and graphics for each page including navigation graphics.- 2 hours of photography for site content/images- All supplied images posted along with text content. * Up to 20 images will be scanned if needed. Additional \$35.00 per hour will apply after 20 images. * Text content must be submitted in digital form or additional \$35.00 per hour will apply for typing.- 10 Custom email addresses programmed if needed.- JQuery slideshows where needed.- 4 Online forms to gather data- Complete Publishing of site to the Internet.- Guidance and completion of all web content.- Website shall be submitted to Google, Yahoo and DMOZ * Note that these are free submissions and NOT optimization.- All Meta tags and keywords placed.- Updates completed at additional \$35.00 per hour after site completion <p>This scope DOES NOT include any 3rd party services or costs as domain registration, hosting, SEO, data base work, stock photography, 3rd party applications, etc.</p>
Price:	\$1600.00