WEBSITE DEVELOPMENT AGREEMENT

This Agreement is made this _____ day of _____, 2015, between **Papyrus Document & Design, LLC,** having its principal place of business at 5237 Summerlin Commons Blvd., Suite 374, Fort Myers, Fl 33907, and the **Village of Estero** (hereinafter, "Client"), having its principal place of business at 21500 Three Oaks Parkway, Estero, Florida 33928. The parties hereby agree, as follows:

1. Outline of Web Site Project

Client hereby retains Papyrus Document & Design, LLC and Papyrus Document & Design, LLC hereby agrees to provide website design and maintenance, core search engine optimization, copy editing, minor graphic design and related services for the client's web site.

2. Payment for Contract Services

The following fee payment schedule shall apply, following acceptance of this agreement:

MAINTENANCE PACKAGE $500/MO

Monthly maintenance includes:

- Monthly statistical reporting
- Monthly site backup
- Monthly software updates, as needed
- Hosting, domain management
- Bi-annual SEO / performance reporting and check-ups, with adjustments made as needed
- Bi-annual site reviews for new technology, opportunities
- Site maintenance as requested, up to **8 hours per month** (or its equivalent in larger projects), including
    - Updates and changes to existing site content: e.g. posting agendas, minutes, calendar entries, news articles, editing existing content, adding new sections
    - Web graphics as needed
    - Staff training

  (additional maintenance hours billed at current maintenance rate of $60 per hour; larger projects quoted a la carte)

LARGER PROJECTS

Major changes to the function or structure of the site, as well as third-party services obtained through Papyrus Document & Design, LLC, will be quoted at a specific cost, approved individually by the Client, and invoiced separately.

If Papyrus Document & Design, LLC incurs any attorney's fees and/or collection expenses to collect any sum owed hereunder, the Client agrees to reimburse Papyrus Document & Design, LLC for any such reasonable attorney's fees and collection expenses, if Papyrus Document & Design, LLC prevails in its claim. Papyrus Document & Design, LLC reserves the right to stop making updates if payment is not promptly made when due.

3. Byline

Client agrees that Papyrus Document & Design, LLC may put a byline/link on the web site web page to establish design and development credit. Client also agrees that the web site created hereunder may be included in the portfolio of Papyrus Document & Design, LLC, its contractors or subcontractors.

4. Confidentiality

This Agreement creates a confidential relationship between Papyrus Document & Design, LLC and Client. Information concerning Papyrus Document & Design, LLC and/or Client's business affairs, vendors, finances, properties, methods of operation, computer programs, employees, documentation, and other such information whether written, oral, or otherwise, is confidential in nature. Papyrus Document & Design, LLC, Client and their respective employees and contractors understand the need for confidentiality and will adhere fully to this mutual confidentiality obligation.

5. Governing law

This agreement shall be binding upon the heirs, successors, and assigns of the parties and shall be governed by and interpreted according to the laws of the State of Florida.

6. Entire agreement

This agreement represents the full understanding between the parties and that there is no other oral or written agreement between them. This agreement may not be modified without an agreement in writing signed by both parties.

7. Notices

All notices or other documents under this agreement shall be in writing and delivered via e-mail, in personal, fax, or certified mail, postage prepaid, addressed to Papyrus Document & Design, LLC or Client at their last known addresses.

8. Copyright and Intellectual Property Ownership

a. The parties agree that Papyrus Document & Design, LLC, its contractors and subcontractors, are an independent contractor, and not an employee, partner, joint author or joint venture of Client. Client will retain ownership of any and all software code that is not licensed material and its attendant intellectual property rights that are created or acquired by client and incorporated into the web site project. Client shall be deemed the author and owner of any graphics or data provided by or purchased

by Client and incorporated into the website project. Client will retain all source files created by Papyrus Document & Design, LLC, including their copyrights, and Papyrus Document & Design, LLC will not be entitled to be paid any royalty fees for their use. Further, Client shall be deemed the author and owner of Client's domain name and its attendant intellectual property rights.

b. Papyrus Document & Design, LLC hereby grants, assigns and otherwise transfers nonexclusively and in perpetuity to Client, its successors and assigns, the right to prepare for Client use only derivative works therefrom, and to publicly perform or display the software project in accordance with subparagraph (a) above. Papyrus Document & Design, LLC does not, however, assign to Client the right to sublicense, distribute, sell or transfer the software project, nor any portion thereof.

c. Third party software or code used, rented or licensed for use on the client's web site may have separate terms which override this contract.

9. Hold Harmless

Papyrus Document and Design, LLC. will not be held liable for financial loss or damage related to services provided, site downtime, or services performed (or not performed) by third party vendors.

10. Termination

Either party may terminate this agreement after providing 30 days written notice.

ACCEPTED AND AGREED:	**Papyrus Document & Design, LLC**
BY:	BY: /s Kimberly Dailey
_____	Kimberly Dailey
Title: _____	Title: Managing Partner
Date: _____	Date: April 3, 2015