



P.O. BOX #217
Mountain Home, AR
72654
1 866-707-0005
www.customdesign.com

Independent Contractor Service Agreement

This Agreement is made by and between Custom A Design LLC, with principal place of business at 1414 Robin Dr., Mountain Home, AR, 72653, hereby known as “CONSULTANT” and _____, with principal place of business at _____, hereby known as “CLIENT”.

Whereas CLIENT wishes to engage in professional white-label website development & digital marketing services with CONSULTANT.

Therefore, the parties make the following Agreements:

Independent Contractor Status: CONSULTANT and CLIENT agree that CONSULTANT shall perform the Scope of Work as an Independent Contractor. CONSULTANT is not an employee of CLIENT and shall not have or claim any right arising from employee status.

Confidentiality: CONSULTANT agrees that all information communicated by CLIENT with regard to Scope of Work is confidential. Furthermore, CONSULTANT agrees not engage in direct communication with CLIENT’s end-client unless specifically authorized to do so through written communication.



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Services to be performed by Consultant: CONSULTANT agrees to engage with CLIENT to perform the following services:

- (a) Providing CLIENT with estimates/quotes based on the CLIENT's Scope of Work/Proposal.
- (b) Providing CLIENT with website design, development or digital marketing services upon CLIENT's approval of Scope of Work and payment to CONSULTANT.
- (c) Conducting negotiations, discussions or consultations with designated CLIENT's representatives.

Compensation: CLIENT and CONSULTANT agree that compensation will be made under the following conditions:

- (a) Hourly: The hourly rate for CONSULTANT's services will be billed at \$30 hour. This is limited to hours spent developing the Work Product and will not include hours spent managing the project or relaying communication. An hourly estimate/quote will be provided from the CONSULTANT to the CLIENT in written communication prior to starting the Scope of Work.
- (b) Flat Rate: CLIENT and CONSULTANT will agree on a flat rate to develop the CLIENT's Scope of Work. CONSULTANT agrees to provide CLIENT with a written estimate/quote prior to developing the Work Product.
- (c) Flat Rate + Hourly: CLIENT agrees to pay CONSULTANT an additional hourly rate of \$30/hour in the event that the CLIENT makes additions to the original Scope of Work.



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Timing: CONSULTANT will prioritize performance of the Services as may be necessary or as identified in the estimate/quote, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the estimate/quote. CLIENT agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the CLIENT's concerns, objections or corrections to CONSULTANT. The CONSULTANT shall be entitled to request written clarification of any concern, objection or correction. CLIENT acknowledges and agrees that CONSULTANTS's ability to meet any and all schedules is entirely dependent upon CLIENTS's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the estimate/quote and that any delays in CLIENTS's performance or Changes in the Services or Deliverables requested by CLIENT may delay delivery of the Deliverables. Any such delay caused by CLIENT shall not constitute a breach of any term, condition or CONSULTANTS's obligations under this Agreement.

Client Responsibilities: CLIENT acknowledges that it shall be responsible for performing the following in a reasonable and timely manner:

(a) CLIENT agrees to make a 50% payment to CONSULTANT to start development on the Work Product. The remaining 50% payment balance will be paid to CONSULTANT upon completion and CLIENT's approval of Work Product and prior to transfer on CLIENT's host/server.

(b) CONSULTANT will transfer Work Product to CLIENT's host/server upon receiving full payment.



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(c) IF CLIENT wishes to have CONSULTANT develop Work Product on their host/server, CLIENT agrees to make full payment to CONSULTANT prior to completion of Work Product.

(d) CONSULTANT reserves the right to withhold delivery and any transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full. All grants of any license to use or transfer of ownership of any intellectual property rights under this Agreement are conditioned upon receipt of payment in full.

Consultant's Qualifications: CONSULTANT represents that he has the qualifications and skills necessary to perform the services under this agreement in a competent, professional manner, without the advice or direction of CLIENT. This means CONSULTANT is able to fulfill the requirements of this agreement. Failure to perform all the services required under this agreement constitutes a material breach of the agreement. CONSULTANT has complete and sole discretion for the manner in which the work under this agreement will be performed.

Limited Liability: CONSULTANT will not be liable to CLIENT, or to anyone who may claim any right due to a relationship with CLIENT, for any acts or omissions in the performance of services under the terms of this agreement or on the part of the employees or agents of CONTRACTOR unless those acts or omissions are due to willful misconduct. CLIENT will indemnify and hold CONSULTANT free and harmless from any obligations, costs, claims, judgements, attorneys' fees, and attachments arising from, growing out of, or in any way connected with the services rendered to CLIENT under the terms of this agreement.



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Termination for Default: If either party defaults in the performance of this agreement or materially breaches any of its provisions, the non-breaching party may terminate this agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this agreement includes, but is not limited to, the following:

- (a) CLIENT's failure to pay CONSULTANT any compensation due within 20 days after issuing payment invoice.
- (b) CONSULTANTS's failure to complete services specified within estimate/quote for Scope of Work.
- (c) CLIENT's material breach of any representation or agreement contained in this agreement.
- (d) Consultant's material breach of any representation contained in this agreement.

By signing below, the parties understand, agree, and approve the provisions contained in this Agreement and shall abide by and carry out its terms and conditions. Dated this _____.

CONSULTANT

CLIENT

CONSULTANT's Signature

CLIENT's Signature

