



FRONT LINE DESIGN
Putting your business up front.

FRONT LINE DESIGN CONTRACT FOR SERVICES

This Agreement is made this _____ day of _____, 20____, between Client Company, Inc. ("Client"), having its principal place of business at _____, _____ and, Front Line Design ("Front Line Design"), having its principal place of business at 240 Main St, Evanston, WY 82930.

In consideration of Client retaining Front Line Design to conduct an independent study for Client, it is agreed as follows:

1. Compensation and Term

Client hereby retains Front Line Design and Front Line Design hereby agrees to perform the following services: Consulting services of Front Line Design as required by Client, through _____, 20____. Front Line Design will at various times perform services at Client's headquarters, at other Client facilities, or at Front Line Design facilities, as directed by Client. Front Line Design will perform the services at various times and for various durations as directed by Client.

The following fees shall apply:

A minimum of \$35 per hour for services when less than 25 hours of services are performed in a 90 day period. \$20 per hour for services when more than 25 but less than 150 hours of services are performed in a 90 day period.

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Fee Breakdown and Description of Services:

_____ **Artwork:** The development or recreation of art, illustration or similar; items such as maps, perspectives, layouts, original designs, and similar.

_____ **Design and Layout:** The development of project on basis of research and conceptual design and similar; items such as research papers, storyboards, layouts, roughs, comps and similar.

_____ **Logo:** The development of logo or corporate identity and similar; items such as logo, business cards, layout, letterhead layout, envelope layout, or similar.

_____ **Photography:** The taking of photography as it relates to the scope of the project; items such as photography, setup, proofing, development, prints or similar.

_____ **Production:** The development of process required to have design, concept, comps, roughs or similar produced in electronics or digital medium; items such as layouts, logo design, brochures, printed media, web media, 3D design and similar.

_____ **Print Preparation:** The preparation and coordination of produced electronic or digital media for print production; items such as print proofs, sign-offs, special printing requirements, press checks, online printing coordination and similar.

_____ **Web Design:** The development of web pages and/or web site; items such as research and conceptual design, navigational design, web meta data, project scope, template design, programming, html, xhtml, dhtml, implementation of site and similar.

_____ **Web Forms:** The development of web forms in relation to hosting services and/or custom database design; items such as cgi, php, access, sql methods, itemizing, organization, research, and similar.

_____ **Web Purchase:** The purchase of URL and setup with ISP/Host, online purchase of services; items such as purchase of URL, ISP services, contract setup, research web placement, search engine setup, online product purchase; items such as photography, templates, software, services and similar.
**Front Line Design holds no responsibility in the reliability of ISP's, 3rd party software and/or other services provided for said client.*

_____ **E-Commerce:** The development of electronic commerce store/shop, implementation of said store/shop and or maintenance of said store/shop; items such as inventory, photography, price structuring, shipping, taxes, customs, software implementation/purchase and set-up, maintenance schedule, contracts, SET, SSC, encryption, merchant account, payment gateway and similar.

***E-commerce store/shop requires another contract agreement with Front Line Design.**

Reasonable and necessary business and travel expenses actually incurred by Front Line Design shall be reimbursed by Client upon submission of expense reports with back-up documentation, except that no travel expenses shall apply for assignments within a 30 mile radius of downtown Evanston. All such expenses in excess of \$25 and all travel plans must be approved in advance by Client.

Front Line Design shall provide detailed invoices and shall maintain, and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. Client shall make full payment for services within thirty days of invoice. If Front Line Design brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least seven days written notice to the other party.

1. Security Deposit:

A reasonable request of 50% of original estimate amount upon approval will be paid immediately to Front Line Design as a security deposit. This security deposit ensures the client that Front Line Design will begin "said" project in a timely manner and ensure project readiness for the meeting of deadlines and schedules.

2. Warranties by Front Line Design

Front Line Design represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws. However, Client will not determine or exercise control as to general procedures or formats necessary to have these services meet Client's satisfaction.

3. Insurance

Front Line Design shall obtain and maintain during the term of this Agreement insurance, including worker's compensation, motor vehicle, and comprehensive general liability.

4. Independent Contractor

Front Line Design acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Front Line Design shall not enter into any contract or commitment on behalf of Client. Front Line Design further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Confidentiality

Front Line Design recognizes and acknowledges that this Agreement creates a confidential relationship between Front Line Design and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation,

and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

6. Non-Disclosure

Front Line Design agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Front Line Design further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

7. Grant

Front Line Design agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Front Line Design under this Agreement shall not affect Client's exclusive ownership of the work product.

8. Office Rules

Front Line Design shall comply with all office rules and regulations, including security requirements, when on Client premises.

9. Conflict of Interest

Front Line Design shall not offer or give a gratuity of any type to any Client employee or agent.

10. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming.

11. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail.

IN WITNESS WHERE OF, Client and Front Line Design have duly executed this Agreement as of the day and year first above written.

FRONT LINE DESIGN

CLIENT

Date: _____

Date: _____

Name: Chad Fraser

Name: _____

Title: Webmaster/Owner

Title: _____

Date: _____

Date: _____