

# Estimate 12281

Signature Required Expired

## Estimate

Quotation Request (H&H Security Systems)



Date July 5, 2018  
Estimate Number 12281  
Expiration Date August 4, 2018

From Little Lighthouse Press LLC  
Delamiko Lord  
2035 Sunset Lake Road, Suite B-2  
Newark, DE 19702  
US  
To Cornell Hawkins  
533 McIntosh Road  
Darien, GA 31305  
US

Estimate Total \$2,250.00

Product	SKU	Price	Qty	% ?	Amount
<b>Basic Web Design + Content Management</b> Website development with content creation. Includes five pages of 350-word business content.	DEV-WP-BAS-1002	\$2,250	1	0%	\$2,250

Subtotal \$2,250.00  
Total ? \$2,250.00

## Notes

Thank you; we really appreciate your business.

## Terms

### WEBSITE SERVICES AGREEMENT

#### RECITALS

1. Delamiko Lord is in the business of creating websites, providing web hosting, internet marketing, ongoing maintenance and related services. Client wishes to utilize the services of Delamiko Lord for this purpose as well as for other related services as set forth below.

#### TERMS OF THE AGREEMENT

In consideration of the foregoing and the mutual promises contained herein, Delamiko Lord and Client agree as follows:

**1. Engagement of and Payment to Delamiko Lord.** Client hereby agrees to engage and pay Delamiko Lord for the services to be provided as set forth in Exhibit A ("Services") which is attached hereto and is incorporated herein by this reference. All payment shall be due and payable within 10 days of the date of Delamiko Lord's invoice. Past due payments shall bear interest at the rate of 3.9% per month from the due date.

**2. Property Rights.** Upon final payment of the Services, ownership of the completed assembled website including website design, graphics, text, and the html source code, shall be transferred to Client. Rights to stock photographs, other source codes and computer programs are specifically not transferred to Client, and remain the property of their respective owners.

**3. Warranties and Representations.** Client acknowledges and agrees that Delamiko Lord has no control of changing external economic and social factors that can affect Client's business, and that any of the services and products that Delamiko Lord provides cannot and will not guarantee that Client's sales, revenue, income, or business activity will increase. Client further acknowledges and agrees that Delamiko Lord has made no representations or guarantees that any Services provided by Delamiko Lord will improve Client's ranking or placement on any internet search engine.

**4. Start and Completion of Services.** Client acknowledges that Delamiko Lord's start and completion of the Services are dependent upon Client providing materials including but not limited to text, images, videos, and any special input and instructions regarding said content, (collectively, "Content"), including timely approvals from Client. Client agrees to provide Delamiko Lord with all Content needed to complete the Services within thirty (30) days of any request from Delamiko Lord. Any delay by Client will affect the completion of the Services. In the event that Client does not timely provide Delamiko Lord with the requested Content, Client agrees that Delamiko Lord may use filler content of Delamiko Lord's choosing to complete the Services. In the event of any such delay by Client, Client agrees to be responsible for Delamiko Lord's fees and any additional costs incurred for any additional work required to be done by Delamiko Lord. All additional work necessitated by Client's delay shall be billed at the rate of \$150 per hour. Client acknowledges that Delamiko Lord is not responsible and agrees to hold Delamiko Lord harmless for any delays or damages resulting from Client's failure to make such submissions in a timely manner.

**5. Meetings and Approvals.** Client agrees to meet with Delamiko Lord as required by Delamiko Lord until the project is completed. Milestone approvals and sign-offs must be responded to within dates specified by Delamiko Lord. A non-response by Client to a requested approval or sign-off shall constitute that milestone or sign-off is approved by Client.

**6. Changes/Additions to Agreed upon Services.** In the event Client wishes to make changes to any work by Delamiko Lord that has already been approved and accepted by Client including, but not limited to, design, graphics, text, layout of a site, SEO or campaign strategy, or, if in the opinion of Delamiko Lord, any item of work requested by Client is not within the scope of Exhibit A, Client agrees to pay Delamiko Lord at the hourly rate of \$105 per hour in addition to any costs incurred by Delamiko Lord.

**7. Electronic Commerce.** Client understands and acknowledges that from time to time, that State, Federal, and local laws and regulations may change, to include taxes, assessments, tariffs and levies which pertain to internet electric commerce. Client agrees that Client is solely responsible for compliance with any and all laws and regulations and is responsible for all taxes, assessments, tariffs, and levies.

**8. Assignment of Project.** Delamiko Lord reserves the right to assign subcontractors to this project. At the sole discretion of Delamiko Lord, work produced by subcontractors may be protected under signed confidentiality agreements and shall remain the property of Delamiko Lord.

**9. Conditions Affecting Performance.** Certain conditions beyond the control of Delamiko Lord may affect Delamiko Lord's ability to perform obligations provided for under this Agreement. These conditions may include, but are not limited to, labor shortages, internet outages, change in supported technologies, Acts of God or circumstances or causes beyond the control of Delamiko Lord. Delamiko Lord shall not be liable for and Client agrees to hold Delamiko Lord harmless for any delays, cancellations, or terminations that result in damages of any kind to Client as the result of any such conditions or circumstances.

**10. Use of Clients Materials.** Should Delamiko Lord, upon Client's written request, verbal instruction or delivery of materials, utilize Client's materials which may include, but are not limited to, photographs, text, software, code, copyrighted material and/or materials that may be owned by third parties ("Client's Materials"), Client acknowledges and agrees that neither Delamiko Lord nor its employees, agents or anyone acting on its behalf have made any representation to Client regarding Client's entitlement to use Client's Materials. Client acknowledges and agrees that Client has relied on its own investigation to establish whether Client is entitled to use Client's Materials. Client agrees to defend, indemnify and hold Delamiko Lord, its employees, agents or anyone acting on its behalf harmless from any and all claims of any kind including, but not limited to, all lawsuits for damages, royalties, penalties, interest, legal fees, expert fees and court costs of any kind ("Claims") arising out of, related to, or alleged to arise out of or relate to any use of Client's Materials unless such Claims are due to Delamiko Lord's gross negligence or intentional misconduct.

**11. No Hire of Employees/Subcontractors.** Client agrees that Client shall not solicit in an attempt to hire, hire or contract directly with any employee employed by Delamiko Lord nor any independent contractor who provides service for Delamiko Lord for the same or similar services provided by Delamiko Lord.

**12. Final Product Testing.** Client agrees that Client shall test the functionality of any website created by Delamiko Lord to ensure that it is working pursuant to the Client's needs before it is used for Client's business or other related purposes. If Client discovers that any website is not functioning properly, Client shall immediately notify Delamiko Lord in writing. Client agrees that if Client fails to test the functionality of any website and suffers damages as a result, Client shall hold Delamiko Lord harmless from any and all damages of any kind suffered by Client.

**13. Cancellation.** By Entering into this agreement you agree to pay the monthly investment for the term length of the agreement. Upon completion of the term, the plan will automatically renew on a month to month basis. You may cancel your plan at any time with 30 days advance notice. Cancellation prior to meeting minimum term will require a 50% payment of the contract balance. Client must keep a valid credit card on file at all times and authorizes Delamiko Lord to bill this credit card.

**14. Attorney's Fees, Costs, Venue and Governing Law.** In the event any dispute arising between the Parties results in the filing of a lawsuit, the prevailing party, as determined by a Court of competent jurisdiction, shall be entitled to an award of its reasonable attorney's fees and taxable costs. Venue for all disputes related to or arising out of this Agreement is proper only Fulham County, Georgia. This Agreement shall be governed by the laws of the United States.

**15. Mediation.** Before any lawsuit is filed, the Parties to this Agreement must engage in a total of four (4) hours of mediation unless the Parties agree in writing otherwise. If the mediator cannot be agreed upon by the Parties, then each Party will select one mediator and those mediators shall agree upon one mediator to preside over the matter. The presiding mediator's fees shall be split equally between the Parties.

**Invalid Provisions.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provisions shall be fully severable.

 <https://www.mymiko.rocks>  [clients@mikobey.com](mailto:clients@mikobey.com)