



SCOPE OF WORK & PURCHASE AGREEMENT

I. THE PARTIES. This Agreement is made and entered into this _____th day of _____, 202_ - (Effective Date), between Hyperion Web, a Limited Liability Company, hereinafter known as the “**We**” or “**Us**” or “**Designer**”, having a place of business at 1971 E Beltline Ave NE - Suite 106, Grand Rapids, MI 49525 and _____ (co. name), hereinafter known as the “**You**” or “**Client**”, having a place of business at _____ (street address), _____ (city), _____ (state), _____ (zip). Collectively the “1st Party” and the “2nd Party” are known as the “**Parties**”.

II. SCOPE OF WORK. You want a website and We can’t wait to build it for You. We will provide You with the following services (“Services”) according to the Scope of Work below in a timely and professional manner:



II. SCOPE OF WORK (Cont'd) If You decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would like to change by filling out a simple form called a "Change Order". The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. Speaking of costs...

III. COST & PAYMENT

They say nothing good in life is free, and this is no exception.

Total Cost of the Services: \$ _____ (long form) _____

Amount Due at Signing: \$ _____ (long form) _____

Amount Due at Completion: \$ _____ (long form) _____

IV. TIMELINE

We know You are excited to receive your final product, and We don't want to leave You waiting. We will roll up our sleeves and get work on the agreed upon date and continue until the satisfactory completion of the Services. This means that We won't throw the towel in until the website We develop for You is performing exactly as agreed to. Here is the schedule We will follow:

Preliminary Design: _____

Your Review: _____

We want to keep You informed of the progress We are making on your website. We will share our work with You via Google Docs, Dropbox, or other file sharing service and be available to answer any questions You may have during that time.

Your FINAL Review: _____

Your FINAL review must include any and all feedback You have.

Completion: _____

We will be available for _____ (#) _____ days _____ weeks _____ months to provide You with reasonable technical support and correct any possible errors or deficiencies.

V. COPYRIGHT NOTICE

A Copyright notice that states "© _____" will be displayed on the bottom of each page of your website.



VI. INTELLECTUAL PROPERTY

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files, and You will be responsible for their safekeeping. We are not required to keep copies. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

While Designer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

VII. CONFIDENTIALITY

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

VIII. REPRESENTATIONS AND WARRANTIES.

Designer. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.



IX. TERMINATION

We would really hate to see You go. If You decide We aren't your cup of coffee ☕, You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

X. LIMITATION OF LIABILITY

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages. In no event shall We be liable for consequential, exemplary, punitive or special damages, including, without limitation, lost revenue or profits.

XI. DISPUTE RESOLUTION

- a. Negotiation: We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. Mediation/Arbitration: If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c. Litigation: If litigation is necessary, this Agreement will be interpreted based on the laws of the State of _____, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.
- d. Attorney's Fees: The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

XII. SEVERABILITY

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

XIII. COMPLETE CONTRACT

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

Hyperion Web LLC
1971 E Beltline Ave NE STE 106
Grand Rapids, MI, 49525

Hyperion.

Phone: (616) 284-1077
Email: Jacob@HyperionWeb.dev



XIV. LET'S SHAKE HANDS 🤝

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives.

Hyperion Web LLC

Client

Signature

Signature

By: Jacob Milhorn

By: _____

Title: President

Title: _____

Date: _____

Date: _____