

***North Texas Website Design
Professional Services Agreement***

This Professional Services Agreement (this "Agreement") is made effective as of _____, by and between _____, of _____, and North Texas Website Design, of Flower Mound, Texas. In this Agreement, the party who is contracting to receive the services shall be referred to as "Company", and the party who will be providing the services shall be referred to as "Service Provider".

- 1. DESCRIPTION OF SERVICES.** Beginning on _____, Service Provider will provide the following services (collectively, the "Services"): Web design and development.
- 2. PAYMENT FOR SERVICES.** Company will pay compensation to Service Provider for the Services in the amount of \$ _____. This compensation shall be payable in a lump sum upon completion of the Services.
- 3. TERM/TERMINATION.** This Agreement shall terminate automatically upon completion by Service Provider of the Services required by this Agreement.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Service Provider is an independent contractor with respect to Company, and not an employee of Company. Company will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Service Provider.
- 5. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Service Provider in connection with the Services shall be the exclusive property of Company. Upon request, Service Provider shall sign all documents necessary to confirm or perfect the exclusive ownership of Company to the Work Product.
- 6. CONFIDENTIALITY.** Service Provider will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Service Provider, or divulge, disclose, or communicate in any manner any information that is proprietary to Company. Service Provider will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Service Provider will return to Company all records, notes, documentation and other items that were used, created, or controlled by Service Provider during the term of this Agreement.
- 7. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.
- 8. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

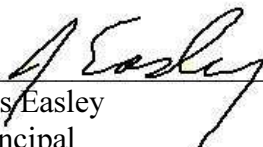
If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

PARTY CONTRACTING SERVICES:

By: _____

SERVICE PROVIDER: North Texas Website Design

By:  _____
Jess Easley
Principal