

Service Contract

THIS AGREEMENT is made this day between City of Gahanna, hereinafter called "Company," and At First Site, Inc., hereinafter called "Representative." This service contract is for the web design project called www.gahanna.org.

WITNESSTH:

WHEREAS, Company has its headquarters in Gahanna, State of Ohio, and Company desires the labor and/or services of Representative; and

WHEREAS, Representative desires to supply labor and/or services to Company and represents that the Representative is well qualified to do the same, and to provide the services to assist the Company in the development and implementation of Web Development and Marketing Services;

NOW THEREFORE, in consideration of this Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows;

1.0 DUTIES OF REPRESENTATIVE: Company hereby engages Representative and Representative hereby agrees to be engaged by Company as a web developer and marketing agent. Representative, under such supervision as is necessary, shall conduct or aid in the implementation of Web Development and Marketing Services to the benefit of Company.

2.0 TERM OF AGREEMENT: The term of this Agreement shall be for a period of months, commencing on this day and ending thirty (30) days after receipt of written notice by either party hereto of the intent of the other party to terminate this Agreement. Absent the receipt by either party of a notice of termination, this Agreement shall remain in full force and effect and be automatically renewed each month.

3.0 COMPENSATION: As compensation for labor and/or services rendered under this Agreement, Company shall be entitled to receive from Representative the following:

Details of listed items are found on the attached proposal(s).

Three equal payments are required with the first due at contract signing, and the second and third installments due in 30 day increments. The final payment will not be due prior to final site launch. Hosting fees begin when the site is launched. Project overruns will need approval/rejection by Company with 48 hours notice by Representative. Verbal authorization by company will be accepted as binding.

Failure to make payments within thirty (30) days of written invoice will result in a 2% finance charge. Continued non-payment will result additional action that may include: collection agency action.

4.0 STATUS: Representative shall have the sole status of independent contractor and nothing herein shall be construed to the contrary. Representative has no authority to act for or on behalf of Company or to bind Company to any contract without the express approval in writing of Company. Representative shall have the academic freedom appropriate to their status. The Company is interested in only the results obtained under this Agreement. The manner of means of handling or providing services shall be under the sole control of the Representative. Representative shall adhere to all laws and ethical standards applicable to such services and shall perform in a manner consistent with generally accepted procedures for that profession. Representative is not to be considered an Agent or Employee of Company for any purpose and under the benefits provided for by Corporation by Company to its employee's including but not limited to Workers Compensation Insurance, and Unemployment Insurance. Further, Representative shall be responsible for his own income and payroll taxes and to this end Company shall not be responsible to withhold or remit any taxes for Representative.

5.0 PERFORMANCE OF DUTIES: Representative shall faithfully and to the best of their ability devote their time, energy, and skill to the promotion of the interests of Company, and Company shall be entitled to all of the benefits, emoluments, profits, or other issues arising or incident to any and all work of Representative for Company.

At First Site, Inc. is not responsible for lost or damaged materials that are submitted. We will take care to return to you your materials upon completion. At First Site, Inc. will not create sites that deal with adult content or any material of obscene nature. At First Site, Inc. will only create sites for persons over 18 years old.

6.0 COMPETITION: Representative shall not compete with Company, except as set forth in Exhibit A hereto if present.



6.1 During the term of this Agreement, Representative shall not be interested, directly or indirectly, or in any fashion, as a partner, owner, shareholder, director, or officer, in any other business the same or substantially similar to Company's business without the express written approval of Company.

6.2 After the termination of this Agreement, Representative shall continue to abide by Section 7.0 hereof.

7.0 TRADE SECRETS AND CONFIDENTIAL MATTER: It is agreed, understood, and acknowledged by Representative that during the term of this Agreement the Representative and bound agents, employees, successors and assigns will be dealing with Company's trade secrets and confidential materials or information, including without limitation, tests, answer keys, lecture notes, course manuals, handouts, books, lists, diagrams, charts, formuli, curriculums, photographs, films, video tapes, sound recordings, computer programs, computer lists, customer lists, present or past price lists, financial records or reports, contracts, corporate records, and business records. Representative agrees that the foregoing matters are trade secrets and confidential, along with any other matter so designated by Company, and gravely affect the business of Company and its goodwill.

7.1 Representative agrees to follow any and all practices and procedures of Company in dealing with trade secrets or confidential information.

7.2 Representative shall not disclose or otherwise communicate to anyone, directly or indirectly, Company's trade secrets or confidential materials or information without the express written consent of Company, nor shall Representative convert the same to their own use, or use same in any manner other than as prescribed by Company.

7.3 Representative agrees and acknowledges that under Ohio law the Representative may be fined or imprisoned and/or enjoined for copying trade secrets or disclosing trade secrets to persons or organizations not entitled to receive them. (Ohio Rev. Code, Sec. 1333.51).

8.0 TERMINATION: This Agreement may be terminated by either party by giving thirty (30) days written notice of termination to the other party. Such termination shall not prejudice any other remedy to which the terminating party may be entitled either at law or in equity, or under this Agreement. However, Representative agrees and understands that the Representative has been engaged at the will of Company and this Agreement is terminable by Company with or without cause. Further, Representative agrees and understands that Company has made no representations to their relative to engagement other than set forth herein and that Company's manuals, policies or procedures are not intended to and do not constitute an express or implied agreement between the parties hereto.

Cancellation will result in a refund of hosting fees on a pro-rated basis, web site creation and marketing fees are not refundable.

9.0 NOTICES: Any Notices to be given hereunder shall be in writing and be personally delivered or sent by certified mail to the addresses appearing below the signatures hereon, or such other addresses as may be subsequently supplied in writing by either party to the other. Notices sent by certified mail shall be deemed communicated five (5) days after date of postmarking and personally delivered notices on the date of delivery.

10.0 MODIFICATION: This Agreement shall not be modified or amended, except by written instrument of subsequent date duly executed by the parties hereto.

11.0 ASSIGNMENT: This Agreement may not be assigned or delegated in whole or in part by either party without the express written consent of both parties.

12.0 INVALIDITY: If any provision of this Agreement is found invalid by any court of competent jurisdiction, any such finding shall not affect the validity of the remaining provisions which shall remain in full force and effect. At First Site, Inc. makes no warranty of any kind, whether express or implied, for the service it is providing. At First Site, Inc. will not be responsible for damages the customer suffers.

13.0 MERGER: This Agreement contains the entire agreement and understanding of the parties and supersedes any prior commitment, understandings, or agreements, oral or written, with respect to the subject hereof.

14.0 WAIVER: The waiver of a breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any breach of the same or of any other term or condition.

15.0 HEADINGS: Section headings are for convenience only and shall in no way affect the interpretation of any section of this Agreement of the Agreement itself.

16.0 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

17.0 CHOICE OF LAW: This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.

THE UNDERSIGNED warrant and acknowledge that each has read and understood this Agreement and that each has the power and authority to execute this Agreement. IN WITNESS AND EXECUTION HEREOF, the parties hereto have set their hands on this 16th day of March, 2010.

BY REPRESENTATIVE:

BY COMPANY:

AT FIRST SITE, INC.

City of Gahanna

By

By

Its

Its

Web Development & Marketing Services
5500 New Albany Road, Suite 300
Columbus, OH 43054

EXHIBIT A
(none)

Detailed Proposal for City of Gahanna Package Pricing

Core Elements

Consultation and Project Management (up to 35 hours)	\$ 4,200
Design Theme (up to 40 hours)	\$ 3,800
Develop Framework of site / Menus / CSS in our Zoom CMS System	\$ 2,950
Template Development (6) 4 hours per template	\$ 2,280
Page Development – 150 Pages (\$45 / page) additional pages \$45 each	\$ 6,750
CMS Training (Initial) - 8 hours (three training sessions)	\$ 760

Add-on Elements (Optional)

Dynamic News Module with Advanced Display	\$ 1,900
Event Calendar with E-Commerce Registration Module	\$ 2,500
Basic E-Commerce Store Module	\$ 1,900
City Hall FAQ and CRM Module	\$ 1,900
Search Engine Module	\$ 950
Password Protected Pages with Document Management Module	\$ 1,900
Accident Report Search Module with Customizations	\$ 2,300
CMS Workflow System for Management Approval	\$ 2,500
SSL Purchase and Install (\$350 year one; \$250 following years)	\$ 350
Smart PDF Form - up to 30 fields on each form (10 forms included at this price, extra forms are \$125 each)	\$ 1,250

Payment Plan

All Core and Add-On Elements	Three payments of \$ 12,730
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Keeping it Smart – Year One - \$640/month

Training and Phone Support - \$95/ hr with 20 hours for year one	Included
Advanced SQL Server Shared Hosting (\$198 monthly) – for High Traffic Sites	Included
Annual Support / Upgrade Plan – 20% of Software Cost (\$17K)	Included

Keeping it Smart – Year Two - \$640/month

Training and Phone Support - \$95/ hr with 20 hours for year two	Included
SSL Certificate (year two)	Included
Advanced SQL Server Shared Hosting (\$198 monthly) – for High Traffic Sites	Included
Annual Support / Upgrade Plan – 20% of Software Cost (\$17K)	Included

Terms: Three equal web site payments of \$12,730 with the first due at contract signing, and the second and third installments due in approximately 30 day increments or earlier at the client's decision. Keeping it Smart fees begin when the site is launched. **Signing below indicates that you approve of this proposal and wish for work to commence.**

X _____ Date: _____
Customer Acceptance

Proposal offered on 3/16/2010, prices expire in 30 days.
Please FAX a copy of this quote to AFS WEB (614) 470-9942 (FAX)