



THE **FLIGHT PLAN**

(fancy name for "Lift Development Client Agreement")

Lift Development LLC is a professional web development company specializing in "Advancement through web-related technology." Herein lies the experience clients should expect from Lift Development, and the expectations Lift Development has for their clients.

Lift Development IS...

- A successful developer of web-related services, including website design, web application programming, email design & execution, and web-related consulting.
- Committed to providing clients with a quality finished product.
- A company that wants the clients to enjoy the experience!

Lift Development IS NOT...

- A source for IT services. Lift Development cannot solve problems with the client's computer, fix the client's Exchange server, hook all client employees' Outlook applications to new email accounts, or solve anything related to the BSOD (Blue Screen of Death). We wish we could.
- A spammer. Anyone enlisting the services of Lift Development for email design & execution service will understand that the recipient list you provide should include only subscribers, active clients of your organization, or people who have become prospective clients through personal interaction. Purchased lists will not be allowed.
- An employee of the client's company, although we know that every project we complete becomes a representation of our clients. Lift Development is a separate entity that exists outside of the client organization, and that is probably a good thing since employee health insurance is so expensive these days.
- A support resource for the customers of the client's organization. If Lift Development builds a web application for a company, the customers of that company should not be calling Lift Development with support-related requests.

Each client of Lift Development IS...

- Very good looking. And smart too!
- Viewed as part of a growing family. The projects that Lift Development completes for clients become part of the Lift Development portfolio, and we want to do a wonderful job. Happy clients mean we can sleep well at night.

Each client of Lift Development IS NOT...

- Bound to pay for any services not yet performed in the event of project abandonment. In other words, clients are not locked into a contract that states they must pay for an entire project that is not yet completed (unless agreed upon at project start).

Lift Development bills incrementally for work already performed. If a client enlists Lift Development to do a \$20,000 project and half-way through completion decides to change direction, Lift Development will only bill for work already completed based on the standard hourly rate (for example, 100 hrs X \$85/hr = \$8500). If any third-party products, hosting accounts, or other pre-paid services have been purchased for the project, the client will be responsible for payment of those as well.

- Expected to tell the world about Lift Development. But if you do, we will love you.

Project Deadlines

- Lift Development will strive to meet all reasonable deadlines.
- Lift Development expects clients to meet deadlines as well, including getting project content to us on time. This is often a project-delaying circumstance, and nobody wants to delay the project. Sometimes we'll even reward clients for meeting their own deadlines!

Estimates

- For major projects, Lift Development often provides an estimate of the final project cost. We usually give a "ballpark" range, but estimates are what they are: estimates. Final project price is dictated by actual time and material cost. The client ends up getting what they pay for, not an inflated price.

Initiating the project

- New clients will be required to pay a deposit of 20% - 50% of the final estimated project price to get the project started. Work will not begin until this has been paid.
- Existing clients with minor maintenance requests and updates will be billed at the end of each month. Lift Development reserves the right to require a deposit on major updates.

During the project

- Lift Development will try to keep clients updated on project status once a week. The best method that we've found for updates is an email with a quick summary. Phone calls are a second option but can be inefficient and difficult to arrange. One advantage with email is that the messages can act as a project history for future reference. If email correspondence is ineffective for the client, Lift Development can make communication adjustments as needed.
- Lift Development prefers to plan out the specs of a project before it even starts, but we understand that needs and requirements can change. We will work with the client to adapt the project to any change they see fit to make. Please be aware that this may require going back and "undoing" previously completed work, and that work will not be discounted nor refunded.

Billing/Invoicing

- The standard billing schedule at Lift Development is to send out invoices on the first day of each month for work performed the previous month. Special situations may allow for a different schedule.
- Invoices can be emailed (preferred) or snail-mailed at the client's request. The client should read and examine the invoice right away. Any disputes must be submitted within 7 days of invoice date.

Billable Items

- Typically the initial consultation on a project is free for a limited duration of time.
- Upon enlisting Lift Development to complete a project, the client understands that all design, programming, meeting/correspondence, research, support, representation, and other activities related to the project will be billable at Lift Development's standard rate.

Payment Schedule

- Payments on all invoices are due 14 days from date invoice is sent. Lift Development bills at the end of each month for work completed (unless other arrangements have been made), so clients should plan on getting a check for the previous month's work to Lift Development by the 15th of each month.
- Payments made after 14 days may result in a change of arrangement requiring any future Lift Development services to be pre-paid.
- Payments made after 30 days will incur a fee of \$15 or 1% of overdue balance (whichever is greater) for each month beyond the date of the invoice (30 days = 1 month, 60 days=2 months, etc). Lift Development understands that there may be special circumstances, but clients should make those arrangements in advance and let Lift Development know the specific date when payment in full will be made.
- Failure to pay in due time as decided by Lift Development LLC may result in de-activation of website, removal of unpaid items developed by Lift Development LLC, and termination of relationship. We really don't want this to ever happen.

Other notables

- Lift Development will not be involved in the project we deem distasteful or conflicting with our target client base. This includes projects involving gambling, adult themes, racism, hate-speech, drugs, the New York Yankees, or any other topic deemed inappropriate by Lift Development. Lift Development reserves the right to terminate any project involving these things.

And now the exciting Legal Stuff...

Warranty Disclaimer & Remedies

USE OF THE SERVICES AND ANY RELIANCE BY YOU UPON THE SERVICES, INCLUDING ANY ACTION TAKEN BY YOU BECAUSE OF SUCH USE OR RELIANCE, IS AT YOUR SOLE RISK. Lift Development LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND Lift Development LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

Your sole and exclusive remedy for any failure or nonperformance of the Services shall be for Lift Development LLC to use commercially reasonable efforts to adjust or repair the Services.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL Lift Development LLC OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, BUSINESS PARTNERS, INFORMATION PROVIDERS, ACCOUNT PROVIDERS, LICENSORS, EMPLOYEES, DISTRIBUTORS OR AGENTS

(COLLECTIVELY REFERRED TO FOR PURPOSES OF THIS SECTION AS "Lift Development LLC") BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY MONEY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES, EVEN IF Lift Development LLC SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN THE EVENT THAT NOTWITHSTANDING THE FOREGOING, Lift Development LLC IS FOUND LIABLE TO YOU FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE), THE LIABILITY OF Lift Development LLC TO YOU WILL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

Miscellaneous

If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Lift Development LLC and the client agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No delay or omission by either party in exercising any right or remedy under this Agreement or existing at law or equity shall be considered a waiver of such right or remedy.

No agency, partnership, joint venture, or employment is created as a result of the Agreement, and you do not have any authority of any kind to bind Lift Development LLC in any respect whatsoever.

In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover its costs and attorneys' fees.

The Agreement shall be governed by the laws of the State of Minnesota without regard to its choice of law or conflict of law provisions.

Notes/Written Agreements: