

This contract is between **Enter Client Name** (the “Client”) and Patrick Horton (the “Developer”).

1. WORK AND PAYMENT.

1.1 Project.

The client is hiring the Developer to do the following:

- Create a custom mini-golf scorecard app (iOS and Android) for the Client’s business that includes at minimum:
 - o Client’s business name and logo
 - o Custom app icon for the Client’s business
 - o List Client’s business contact info
 - o Support for as many courses as the Client’s business has
 - o Custom par for each hole
 - o Save all customer games to user’s history
 - o Support multiple players per scorecard
 - o Ability to view player rankings anytime during a game
 - o A QR code that can be used to download the app (iOS and Android)

- Provide monthly metrics that summarizes the number of downloads each month

1.2 Schedule.

The developer will begin work once:

- (1) Both the Client and the Developer have signed this contract,
- (2) The Client has sent the Developer the Custom App Questionnaire, and
- (3) The Client has paid the down payment.

This contract can be ended by either the Client or Developer at any time, pursuant to the terms of Section 4, Term and Termination.

1.3 Payment.

1.3.1. Initial Application Release

The Client will pay the Developer a total of \$500 (USD) for the initial creation and release of the application.

1.3.2. Subscription

After initial release, the Client will pay the developer a rate of \$25 (USD) per month.

1.3.3. Post Launch Updates

- The Developer will ensure all features agreed upon per section 1.1 are functional without issue. If after the application is launch an issue is found in a feature such that the issue negatively impacts the user’s interaction while using the application, the Developer will update and release a fix at no charge to the Client.

- The Developer will ensure the application is supported on upcoming Apple Operating System (OS) updates. For example, if the application is supported on OS 14.4, but will not be supported on OS 14.5, the Developer will update and release the application to be supported with the most recent OS version. This update will come at no charge to the Client.
- If the Client requests additional/new features that are outside the scope of what is defined in section 1.1, the Client and Developer will agree on appropriate cost to make the requested updates. This agreement will be made in writing per section 8.3. Work on the feature requests will begin in accordance with section 1.2.

1.3.4. In-App Advertising

To keep monthly cost low for the client, the mobile app will contain banner ads. These are small ads placed at the bottom of the device and do not interfere with the user's ability to navigate and use the app. The developer is entitled to all revenue generated from these ads.

Given that players of all ages will be using this app, all ads will be compliant with the [Families Self-Certified Ads SDK Program](#). This is to ensure the ads that are presented are safe for view for those of all ages.

1.4 Invoices.

1.4.1. Invoices for Release of Initial Application

The Developer will invoice the Client twice for the initial creation and release of the application:

- (1) \$250 (USD) as a down payment before starting work, and
- (2) \$250 (USD) after the application is approved for download in the Apple App Store and Google Play Store.

Note: The down payment is non-refundable; however, if the Client ends this contract before completion of the application, the Client will not be responsible to pay the remaining balance (\$250).

1.4.2. Subscription Invoices

After initial release of the application, the Developer will invoice the Client \$25 (USD) on the 1st of each month. The Client will not be required to pay the Developer for the month that the Application was first released.

For example if the application is approved for download on May 1st, the first invoice will be sent on June 1st to cover the month of June. Similarly if the application is approved for download on May 31st, the first invoice will still be sent on June 1st to cover the month of June.

2. OWNERSHIP AND LICENSES.

2.1 Ownership Of The Work Product.

As part of this job, the Developer is creating a “Work Product” for the Client. The Work Product is the finished mobile application. After release, the Developer hereby enables the Client to market this work product however they see fit as a means to promote their business. The intellectual property rights (i.e. source code) of the work product, however, will be owned by the Developer.

2.2 Developer’s Use Of The Work Product.

The Client gives the Developer permission to use the Work Product as part of the Developer’s portfolio and websites, in galleries, and in other media, so long as it is to showcase the Developer’s work and not for any other purpose. The Developer is not allowed to sell or otherwise use the Work Product to make money for any other commercial use. The Client is not allowed to take back this agreement, even after the contract ends.

2.3 Developer’s Right To Use Client Intellectual Property.

The Developer may need to use the Client’s intellectual property to complete the Work Product. For example, the Developer may need to use Client’s logo, company name, etc. The Client agrees to let the Developer use the Client’s intellectual property to the extent reasonably necessary for the Developer’s job.

3. REPRESENTATIONS.

3.1 Overview.

This section contains important promises between the parties.

3.2 Authority To Sign.

Each party promises to the other party that it has the authority to enter into this contract and perform all of its obligations under this contract.

3.3 Developer Has The Right To Give Client Work Product.

The Developer promises that it owns the Work Product, that the Developer is able to give the Work Product to the Client, and that no other party will claim that it owns the Work Product.

3.4 Work Product Does Not Infringe.

The Developer promises that its Work Product does not and will not infringe on someone else’s intellectual property rights.

3.5 Client Will Review Work.

The Client promises to review the Work Product, to be reasonably available to the Developer if the Developer has questions regarding this project, and to provide timely feedback and decisions.

3.6 Client-Supplied Material Does Not Infringe.

If the Client provides the Developer with material to incorporate into the Work Product, the Client promises that this material does not infringe on someone else's intellectual property rights.

4. TERM AND TERMINATION.

This contract is ongoing, until ended by the Client or the Developer. Either party may end this contract for any reason by sending an email to the other party, informing the recipient that the sender is ending the contract and that the contract will end in 7 days. The contract officially ends once that time has passed. The party that is ending the contract must provide notice by taking the steps explained in Section 8.3. The Developer must immediately stop working as soon as it receives this notice, unless the notice says otherwise.

If the Client ends the contract prior to release of the application, the Client will not be required to pay the Developer the remaining balance (\$250) as explained in Section 1.4.1.

If the Client ends the contract after the release of the application, and during a monthly subscription cycle, the Developer will keep the application on the Apple App Store for the duration of the month that the Client has paid for. The Developer will remove the app from the Apple App Store no earlier than the 1st of the following month.

The following sections don't end even after the contract ends: 2 (Ownership and Licenses); 3 (Representations); 6 (Confidential Information); 7 (Limitation of Liability); and 8 (General).

5. INDEPENDENT CONTRACTOR.

The Client is hiring the Developer as an independent contractor. The following statements accurately reflect their relationship:

- The Developer will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is done on a day-to-day basis. Rather, the Developer is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Developer with any training.
- The Client and the Developer do not have a partnership or employer-employee relationship.

- The Developer cannot enter into contacts, make promises, or act on behalf of the Client.
- The Developer is not entitled to the Client's benefits (e.g. insurance).

6. CONFIDENTIAL INFORMATION.

6.1 Overview.

This contract imposes special restrictions on how the Client and the Developer must handle confidential information. These obligations are explained in this section.

6.2 The Client's Confidential Information.

While working for the Client, the Developer may be given Client information that is confidential. This is information like customer lists, statistics about a website, or other private information. The Developer promises to treat this information as if it is the Developer's own confidential information. If needed, the Developer may use this information to do the job requested by the Client, but not for anything else. The Developer promises that it will not share confidential information with a third party, unless the Client gives the Developer written permission first. The Developer must continue to follow these obligations, even after the contract ends.

7. LIMITATION OF LIABILITY.

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this contract.

8. GENERAL.

8.1 Assignment.

This contract applies only to the Client and the Developer. The Developer cannot assign its rights or delegate its obligations under this contract to a third-party. In contrast, the Client may assign its rights and delegate its obligations under this contract without the Developer's permission.

8.2 Modification; Waiver.

To change anything in this contract after approval from both parties, both the Client and Developer must show agreement to that change by approving the updated contract.

8.3 Notices.

Over the course of this contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered by email. The notice must be delivered to the party's address listed at the end of this contract.

8.4 Signatures.

The Client and the Developer must sign this document using DocuSign system. These electronic signatures count as originals for all purposes.

8.5 Entire Contract.

This contract represents the parties' final and complete understanding of this job and the subject matter discussed in this contract

THE PARTIES AGREE TO THIS CONTRACT AS EVIDENCED BY THEIR
SIGNATURES BELOW.

ENTER CLIENT NAME (CLIENT)

DATE

PATRICK HORTON (DEVELOPER)

DATE