



NOVA Web Development • 5041 7th Road South, #T1 • Arlington, VA 22204 • 240-838-8674

## **GENERAL CONTRACT FOR SERVICES**

This Contract (this "Contract") is made effective as of November 10, 2018, by and between NOVA Web Development Inc. ("NOVA Web"), of 5041 7th Rd S, Apt. T1, Arlington, Virginia 22204, and the Maryland Legislative Latino Caucus ("MD Latino Caucus").

**1. DESCRIPTION OF SERVICES.** NOVA Web will provide to Maryland Legislative Latino Caucus the following services (collectively, the "Services"):

- Development of a basic website with a Content Management System (CMS)
- Purchasing of domain name for one year
- Hosting for one year.

After the first year, Maryland Legislative Latino Caucus will be responsible for paying for the renewal of their domain name and hosting.

In addition to the Services listed above NOVA Web will provide the following services (collectively, "Add-On Services") while charging at a rate of \$30.00/hour:

- Minor content changes that do not involve changing the basic structure of the site
- Training on use of the CMS

**2. PAYMENT.** Payment shall be made to NOVA Web Development, Inc., 5041 7th Rd S, Apt. T1, Arlington, Virginia 22204, in the amount of \$400.00 upon or before completion of the Services to be provided.

Following the completion of the Services, the request by Maryland Legislative Latino Caucus of "Add-On Services" will be invoiced at a rate of \$30.00/hour prorated to half-an-hour.

In addition to any other right or remedy provided by law, if Maryland Legislative Latino Caucus fails to pay for the Services when due, NOVA Web, has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**3. WARRANTIES.** NOVA Web shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in NOVA Web's community

and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to NOVA Web on similar projects.

**4. TERM.** This Contract will terminate upon completion by NOVA Web of the Services required by this Contract and upon the decision by either party that no Add-On Services will continue to be requested by Maryland Legislative Latino Caucus or provided for by NOVA Web.

**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 NOVA Web in connection with the Services will be the exclusive property of Maryland Legislative Latino Caucus. Upon request, Maryland Legislative Latino Caucus will execute all documents necessary to confirm or perfect the exclusive ownership of Maryland Legislative Latino Caucus to the Work Product.

**6. INDEMNIFICATION.** NOVA Web agrees to indemnify and hold Maryland Legislative Latino Caucus harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Maryland Legislative Latino Caucus that result from the acts or omissions of NOVA Web and/or NOVA Web's employees, agents, or representatives.

**7. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**8. REMEDIES ON DEFAULT.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**9. FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or

wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**10. DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**11. CONFIDENTIALITY.** NOVA Web, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of NOVA Web, or divulge, disclose, or communicate in any manner, any information that is proprietary to Maryland Legislative Latino Caucus. NOVA Web and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**12. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, by certified mail or by electronic mail with return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

**13. ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties regarding the subject matter of this Contract, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

**14. AMENDMENT.** This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

**15. SEVERABILITY.** If any provision of this Contract 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 Contract 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.

**16. WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**17. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Virginia.

**18. SIGNATORIES.** This Agreement shall be signed on behalf of Maryland Legislative Latino Caucus by Joseline Peña-Melnyk and on behalf of NOVA Web by Louis Elkner-Alfaro, Business Manager and effective as of the date first above written.

Service Recipient:  
Maryland Legislative Latino Caucus

By: \_\_\_\_\_  
Joseline Peña-Melnyk

Service Provider:  
NOVA Web Development Inc.

By: Louis Elkner-Alfaro  
Louis Elkner-Alfaro  
Business Manager