



828 17th Street #314
 Denver, CO 80202
 303.550.7522
 diDDidit.com

RETAINER AGREEMENT FOR DESIGN SERVICES

This Agreement for Services between Design in Difference (DiD) and _____ (CLIENT) located in _____ is effective _____.

Under this Agreement DiD agrees to provide CLIENT design services to the extents listed in Article A. In addition to fulfilling the duties and obligations set forth therein, DiD will assist CLIENT with various matters pertaining to Article A to ensure the satisfaction of all duties prescribed therein. DiD undertakes that the individual provided to CLIENT to serve as Designer will be an experienced, qualified individual who is competent and knowledgeable regarding federal securities laws, who will provide the following services for CLIENT:

1. Website hosting startup assistance;
2. Website designed to specifications provided in discussions with CLIENT;
3. Design consultation, advice, and other pertinent services required for the ownership of said website;
4. Hosting updates and content & data updates for (1) year; and,
5. Appropriate digital data and files excluding those mentioned below.

Total Design Consultation per Year Including Startup \$ _____

Services and Terms

1. In consideration for fees to be paid by the CLIENT to DiD, DiD will be responsible for rendering the aforementioned services to the CLIENT. Services include:
 - A. website construction and maintenance for CLIENT and related folders, domains, sub-domains, and files for one year, after going live May 15, 2009 terminating May 15, 2009. Upon termination, web files will be left on host's server as property of CLIENT and it is the responsibility of CLIENT to retrieve appropriate files. DiD will make access available at equivalent level of permissions to CLIENT to assist in the retrieval, but is not responsible for delivery of files
 - B. Site will be designed to appropriately represent CLIENT, a non-profit memorial foundation for Vincent Bernard Lopez. Site's primary function is to provide a location for donations to be accepted online (PayPal or similar). DiD will code site to optimize for search engine recognition (also known as Search Engine Optimization). Site will also have functioning links to folders containing information about the organization, the founders, pictures, etc. Site may also link to external sites that include information regarding Ewing's Sarcoma Cancer.
2. CLIENT agrees to pay DiD pursuant to the terms of this Agreement, an annual retainer amount paid monthly as shown on Schedule A for a period of not less than one (1) year from the effective date of this agreement. CLIENT agrees to pay startup fees up front to DiD. Subsequently, monthly payments will be due and payable on or before the 1st day of each month in advance of the month in which DiD provides its services.
3. Any additional charges incurred by the CLIENT for services not covered by this Agreement will be invoiced, unless otherwise agreed to in writing by both parties, payable upon receipt of invoice by the CLIENT.
4. CLIENT will provide DiD any information, documents, files, materials, and necessary support, etc. in a timely manner, that DiD deems necessary to complete the projects as described herein and in accordance with deadlines established by DiD.
5. DiD cannot guarantee the services provided by outside companies including but not limited to hosting companies, Internet Service Providers, Computer Companies, Users, etc. CLIENT is aware that changes by the CLIENTs or its agent's behalf may require additional and unanticipated efforts by DiD. The time involved in such additional efforts may involve additional cost to CLIENT.
6. The DiD fees include normal designing expenses. DiD fees *do not* include fees from other companies or outside sources or unusual charges or charges not accounted for in Article A. All fees are exclusive of travel, lodging and related expenses and are reimbursable by the CLIENT to DiD. All costs necessary for the completion of any task not specified herein requested by the CLIENT will be at the CLIENT's additional expense.
7. CLIENT acknowledges and warrants that it has the financial resources to pay the costs and expenses contemplated by this agreement and

described herein. DiD shall have the right to charge a finance charge of 5% per month on any outstanding unpaid balance incurred by the CLIENT.

8. The term of this Agreement is 12 months following the effective date of this Agreement. Services provided under this Agreement may be terminated without cause by either party with 90 days written notice to the terminated party. Upon termination and with proper notice, CLIENT agrees to pay any remaining balance owed prorated to allow payment for work completed as of the effective date of termination at the rate indicated on the aforementioned schedule.
9. Prices for services quoted herein are valid for 30 days and thereafter subject to change at the discretion of DiD.
10. While serving as a consultant to CLIENT, it is expressly agreed that DiD shall at all times be an Independent Contractor unless otherwise agreed to by both parties. No employee of DiD will represent themselves to be an officer, employee, agent or servant of CLIENT's firm and neither DiD, nor any employee thereof, will have authority to Agreement for or bind CLIENT in any way except with the prior written consent of an officer of the CLIENT. As an Independent Contractor, DiD shall be solely responsible for the payment of all Federal and State Income, Social Security and other taxes and assessments applicable to the compensation received by it pursuant to this agreement.
11. CLIENT agrees that any dispute arising out of this Agreement that cannot be resolved between DiD and CLIENT will be settled in the City and County of Denver, State of Colorado, in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on any decision rendered by a competent arbitrator may be entered in any court in Denver, Colorado having jurisdiction thereof. The parties further agree that venue for any such proceeding shall be proper in Denver, Colorado. The CLIENT and DiD further agree that the expenses relating to the cost of these proceedings will be paid to the prevailing party (as determined by the arbitrator) by the other party.
12. If any provision or portion of this agreement is held to be unenforceable or invalid, the remaining provisions and portions of this agreement shall, nevertheless, remain in effect, and this agreement shall be construed as if the unenforceable and invalid provision were not a part of this agreement.
13. CLIENT shall defend, indemnify, and hold harmless DiD, its officers, directors, employees, agents, and successors and assigns from and against all demands, claims, actions, causes of action, proceeding, judgments, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims") resulting from acts of negligence, recklessness, or misrepresentation by CLIENT or its employees. DiD shall defend, indemnify, and hold harmless CLIENT, its officers, directors, employees, agents, and successors and assigns from and against all demands, claims, actions, causes of action, proceeding, judgments, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees (collectively, "Claims") resulting from acts of negligence, recklessness, or misrepresentation by DiD or its employees. The indemnification obligations of the parties will survive the termination of this agreement. DiD has no responsibility to verify the accuracy of any information CLIENT has provided to DiD. CLIENT is solely responsible for the adequacy and accuracy of any statement or document that CLIENT provides to DiD.
14. This Agreement can only be modified in writing. No oral modifications may be made. This Agreement may not be assigned unless agreed to in writing by both parties.

I hereby declare I have read, understand and agree to the terms of this Agreement as stated herein and am authorized to execute this Agreement on behalf of the CLIENT.

SIGNED:

By: _____ *President/Authorized Agent* _____ *Date*

Name: _____

ACCEPTED BY:

By: _____ *Richard L.. Steighner* _____ *Date*
DiD, LLC.

Article A

DiD Compensation

Billed	Hours/Month	Hourly Rate*	Rate	Quantity	Total
Startup	n/a	n/a	\$ _____	One (1)	\$ _____
Monthly	n/a	n/a	\$ _____	Twelve (12)	\$ _____

--

Payment Schedule

Description	Billed	Due	Amount
Startup	Startup	Date of Agreement	\$ _____
Month 1	Monthly	1 st of Month 1	\$ _____
Month 2	Monthly	1 st of Month 2	\$ _____
Month 3	Monthly	1 st of Month 3	\$ _____
Month 4	Monthly	1 st of Month 4	\$ _____
Month 5	Monthly	1 st of Month 5	\$ _____
Month 6	Monthly	1 st of Month 6	\$ _____
Month 7	Monthly	1 st of Month 7	\$ _____
Month 8	Monthly	1 st of Month 8	\$ _____
Month 9	Monthly	1 st of Month 9	\$ _____
Month 10	Monthly	1 st of Month 10	\$ _____
Month 11	Monthly	1 st of Month 11	\$ _____
Month 12	Monthly	1 st of Month 12	\$ _____