



# Purchase Order

**From** Toolbox Creative  
325 Cherry Street, No. 104  
Fort Collins, CO 80521  
Ph: 970-493-5755  
Fax: 970-419-0070

**To:**  
Syntax: 8080  
Ambrose Ferber

**PO Number PO-1085**  
Date Ordered 6/18/2009  
Due Date 6/23/2009  
Ordered By Rebecca Morris  
Revision 1

Line	Description	Project	Quantity	Unit Cost		Amount
1	Web Services Human Interface Design	08NUM0002	1.00	750.00	Each	750.00
2	Web Services Visual Design Implementation	08NUM0002	1.00	2,000.00	Each	2,000.00
3	Web Services Modular Information Design of Basic Wireframe Multiple-use Site Architecture	08NUM0002	0.00	2,000.00	Each	2,000.00
4	Web Services Structural Coding & Content	08NUM0002	0.00	2,000.00	Each	2,000.00
5	Web Services User Self Service Content Management System, or other dynamic features	08NUM0002	1.00	1,250.00	Each	1,250.00

Purchase Order Total \$8,000.00

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This Independent Contractor Project Agreement covers the preparation and submission of coding architecture and materials for the project as listed in this purchase order. This work is considered work-for-hire under the copyright law taking effect January 1, 1978. Final, approved architecture, and development will become the property of Toolbox Creative, Inc. (The Company). Concepts, and ideas, not used for the final project remain the property of the Contractor.

The Contractor named in this document represents and warrants to Toolbox Creative, Inc. that to the best of his/her knowledge the concepts, ideas, copy sketches, electronic files and other materials produced do not infringe on any copyright or personal or proprietary rights of others, and that he/she has the unencumbered right to enter into this Agreement. Contractor will indemnify Toolbox Creative, Inc. from any damage or loss, including attorney's fees, rising out of any break of this warranty.

Any proprietary information, trade secrets and working relationships between Contractor and Toolbox Creative, Inc. and its clients must be considered strictly confidential, and may not be disclosed to any third party, either directly or indirectly.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed that in the performance of services hereunder, the Contractor shall, at all times, act as an independent contractor with respect to Toolbox Creative, Inc. and not as an employee or agent of the Company, and nothing contained in this Agreement shall be construed to create an employer/employee, joint venture, partnership, association or other affiliation, or like relationship, between the parties, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship. Accordingly, the Company shall neither have nor exercise any specific control or direction over the particular methods by which the Contractor performs the services hereunder. In no event shall either party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement. The Company will not withhold on the Contractor's behalf any sums for income tax, unemployment insurance, social security or any other withholding pursuant to any law or requirement of any government body, or make available to the Contractor any of the benefits afforded to employees of the Company. The Contractor will indemnify and hold harmless the Company, its shareholders, officers, directors, employees, agents, successors and assigns, from any and all loss or liability arising from its failure to make such payments, withholdings and benefits, if any.

Toolbox Creative, Inc. has the right to terminate this agreement at any time upon notice to Contractor. In the event of cancellation of this project, or any delay of more than two months, Contractor will be compensated for: 1) all work completed up to the date of written notification; or 2) the amount of any advance deposit made for this project. All work will remain the property of the Contractor, but will be available to the client if the project should be resumed at a later time.

Please indicate acceptance of the terms set forth below by signing a copy of this Agreement. It is necessary for us to have a copy signed by you before we can authorize you to proceed on this project.

Accepted By

Approved By



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