This Web Design Agreement is entered into as of November 2, 2026 by and between Daly Derwenskus (the “Designer”) and Ryan Enquist (the “Client”), both of whom agree to be bound by this Agreement.
WHEREAS, Ryan Enquist desires to hire Daly Derwenskus, who is engaged in the business of website development, to create HVAC NOW’s Google business profile, following the list of services in Quote #1004.
NOW, THEREFORE, subject to the terms and conditions hereinafter set forth the Company and Daly Derwenskus hereto (each individually a “Party” and collectively the “Parties”) agree as follows:

**1. WEB DESIGN SERVICES.**
Daly Derwenskus shall, to the best of his ability, develop all deliverables, and fulfill all required services to implement the google business profile as outlined in quote #1004.

**2. FEES AND EXPENSES.**
2.1. Fees. Ryan Enquist shall pay Daly Derwenskus a flat rate of $550. Ryan Enquist shall provide a 50% deposit of the total amount to Daly Derwenskus to begin services. Ryan Enquist shall provide the remaining 50% of the total amount to Daly Derwenskus within fifteen (15) days of final invoicing, or project completion, whichever comes later.
2.2. Invoicing. Daly Derwenskus shall provide an invoice to Ryan Enquist within five (5) business days of the signing of this agreement, and project completion. Invoices shall be due and payable within fifteen (15) days of receipt.
2.3 Late Fees. In the case that Ryan Enquist does not pay the invoice balance to Daly Derwenskus within fifteen (15) days, a $25 per month charge will be added every thirty (30) days, with the first fee being added on the sixteenth day from invoicing.

**3. TERM AND TERMINATION.**
This Agreement shall last from the date of execution to the completion of the Services, as described herein. Ryan Enquist may terminate this Agreement for any reason with fifteen (15) days notice to Daly Derwenskus. Upon such notice of termination, Daly Derwenskus will provide an invoice to Ryan Enquist outlining all costs incurred to the point of such notice. Such costs shall be due and payable upon termination. Daly Derwenskus may withhold any deliverables pursuant to the Services until such payment is made in full.

**4. DELIVERY.**
Daly Derwenskus shall deliver all deliverables pursuant to the services listed on Exhibit A. If the Google business profile as delivered does not conform with the specifications described on Exhibit A, Ryan Enquist shall within fifteen (15) days of the date of delivery notify Daly Derwenskus in writing of the ways in which it does not conform with such specifications. Daly Derwenskus agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity. If such notice is not received within fifteen (15) days the Google business profile shall be deemed to conform entirely with the specifications described on Exhibit A.

**5. CHANGE IN SPECIFICATIONS.**
Ryan Enquist may request that changes be made to the specifications outlined on Quote #1004, or other aspects of the Agreement and tasks associated thereto. If Ryan Enquist requests such a change, Daly Derwenskus will use its best efforts to implement the requested change at no additional expense to Ryan Enquist and without delaying delivery of the Website. In the event that the proposed change will, in the sole discretion of the Designer, require a delay in the delivery or would result in additional expense to Ryan Enquist, then Ryan Enquist and Daly Derwenskus shall confer and Ryan Enquist shall, in its

discretion, elect either to withdraw the proposed change or require Daly Derwenskus to deliver the Website with the proposed change and subject to the delay and/or additional expense.

**6. PROPRIETARY RIGHTS.**
Ryan Enquist shall be the owner of all right, title, and interest in any intellectual property in the Google business profile and the Google business profile shall be deemed a Work Made For Hire. Daly Derwenskus acknowledges and agrees that the Google business profile will contain valuable proprietary rights and disclaims all rights in such rights. Daly Derwenskus hereby assigns to Ryan Enquist without further compensation all of its right, title, and interest in the Google business profile and any and all related intellectual property rights thereto. Daly Derwenskus maintains the right to use any design and proof content formed in the creation of the Google business profile, in his portfolio, or as representation of his professional work, without providing compensation to the property owner.

**7. INTELLECTUAL PROPERTY WARRANTY.**
Daly Derwenskus warrants and represents that it will not knowingly violate the intellectual property rights of any third party in its performance of the Services. Ryan Enquist warrants and represents that any content provided to Daly Derwenskus to facilitate the performance of the Services shall not violate the intellectual property rights of any third party and shall indemnify Daly Derwenskus against any claim that results from the provision of such allegedly infringing content.

**8. JURISDICTION AND VENUE.**
This Agreement shall be construed with and governed by the substantive laws of the Washington. Should any claim or controversy arise between the Parties under the terms of this Agreement, such claim or controversy shall be resolved only in the state or federal courts located in United States of America, Washington, and said state and federal courts for the Washington shall be the only appropriate jurisdiction and venue for such claim or controversy.

**9. NO WAIVER OR MODIFICATION.**
No obligation in this Agreement shall be deemed waived, nor shall any term be modified without a consent to such waiver or change signed by both Parties. IN WITNESS WHEREOF, each of the Parties has executed this agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Daly Derwenskus

## CONTACT

HVAC NOW
CONTACT: Ryan Enquist
PHONE: Office: (509) 368-1228 | Cell: (509) 385-2555
EMAIL: ryan@spofaw.com

## QUOTE #1004

DATE: November 2, 2026

## SERVICES

1. Account Setup
   Building Google Buisness Profile under HVAC NOW Google account.
   Completing business information, so company appears in relevant google searches.
2. Profile Verification
   Filming business property and surrounding area, signage with company name, and key access, to achieve Google business verification.
3. Initial Google Optimization
   Creating catergories, services, service areas, etc. to help push buisness to correct searches.

## TIMELINE

Week 1
The quote is accepted and deposit is paid. Upon the client request, discuss any previsions to the quote before Daly begins work.
Week 2
Competitor anlysis and market research.
Week 3-4
Information and assest collection.
Week 5
Creation of one moth of Google post designs.
Week 6
Implemantation and launch.

## PRICE

$550 Flat Rate