



Grand Panama

for Grand Panama Beach Resort

*As requested by*  
**Brad Coleman**

January 29, 2026

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Sales  
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# Project Summary

## Executive Summary

This project includes several targeted updates to improve usability, structure, and maintainability of the site. We will convert the existing General Information tab into a dedicated page with fully editable links, allowing for easier content management going forward. The current tab structure will be reviewed and consolidated as needed once we confirm which sections the client would like to move or merge. The Contact tab will be updated to display a single, accessible contact page instead of linking to a PDF, creating a more user-friendly experience. We will also resolve an overlapping text issue occurring in the menu under the Documents tab when users are logged in. Additionally, a major WordPress version update was identified, which will need to be addressed to ensure ongoing compatibility, security, and stability of the site.

# Scope of Work

## Hourly Services

\$750

Our Hourly Services give you the flexibility to access exactly what you need, when you need it. Whether it's graphic design, programming, social networking, SEO, videography, content writing, or photography, our team is available at straightforward hourly rates. This option is ideal for businesses that need one-time projects, occasional support, or specialized services without committing to a monthly package.

Programming	$\$150 \times 5$	\$750
Graphic Design	$\$120 \times 0$	\$0
Social Networking	$\$120 \times 0$	\$0
SEO Services	$\$120 \times 0$	\$0
Photography / Videography	$\$150 \times 0$	\$0
Content Writing	$\$120 \times 0$	\$0

## One Time

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<b>Total(s)</b>	<b>\$750</b>
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# Terms & Conditions

This Services Agreement (the "Agreement") is between CLIENT NAME (the "Client") and Aaron Rich Marketing (the "Developer").

## 1. Definitions

"Site" means a series of linked Web pages under common control and developed by Developer for Client under this Agreement. "Client Content" includes, but is not limited to all data, URLs, code, images, logos, trademarks and copyrighted content provided by Client for use by Developer on the Site. "Developer Content" includes, but is not limited to all data, code, trade secrets, patents, designs, drawings, text created by Developer for use on the Site, including any modifications or enhancements provided by Developer.

## 2. Developer Services

Developer will perform the development services described herein. There are 3 primary stages of development services: Design Concept Approval, Initial Development, and Final Development. Developer will complete the 3 stages in accordance with time frames identified in this Agreement, as applicable. Before delivering the Site to Client, Developer will test its components to make sure the Site and its components work as intended.

## 3. Evaluation and Acceptance

As Developer completes each stage, Developer will submit the completed materials to Client for approval. Client will have 5 days to approve the completed materials or provide corrections and comments. Developer will have 2 weeks after receiving client's comments and corrections to submit a revised version of the materials to Client. Client will review the revised version within 5 days of receipt and either approve the corrected version or make further changes. If Client determines, in its reasonable discretion, that the materials are not acceptable after two attempts at correction by Developer, the Client can terminate this Agreement. If Client terminates this Agreement, Developer shall be entitled to compensation on a time and materials basis at the hourly rates identified in this Agreement plus expenses through the date of termination. The Developer shall submit an invoice detailing its time and expenses. If the invoice amount is less than the amounts paid to the Developer prior to termination, the Developer shall return the excess payment to the Client. If the invoice amount exceeds the amounts paid to the Developer prior to termination, the Client shall pay the Developer the difference immediately upon receipt of invoice. Should the Client not provide feedback within the review period, the Developer may at its discretion proceed with development. Any modifications required after passing an acceptance milestone will be billed at standard hourly rates.

## 4. Compensation

The Client shall pay, upon signature of the agreement any prepaid services or products to the Developer:

Developer shall be compensated at the rate of \$120 per hour (for Graphic Design labor), \$150 per hour (for Programming labor), \$120 per hour (for Social Networking labor), and \$120 per hour (for SEO Services labor) for hours exceeding the hours estimated for this proposed scope of development outlined in the Proposed Website Structure. Content not provided by the Client within 14 days of signature date shall be written by the Developer at \$120 per hour, additional to the development cost. Payment will be made immediately upon receipt of the Developer's invoice for work completed.

## 5. Payment of Developer's Costs

Client shall reimburse Developer for all reasonable out-of-pocket expenses incurred by Developer and approved in advance by the Client in performing services under this Agreement. Such expenses include, but are not limited to, (a) all communications charges (b) travel expenses other than normal commuting, including airfares, rental vehicles, and highway mileage in company or personal vehicles at 75 cents per mile; and (c) other expenses or materials resulting from the work performed under this Agreement. Developer shall submit an itemized statement of

Developer's expenses. Client shall pay Developer immediately upon receipt of each statement. The Developer shall add twenty-five percent (25%) to the actual costs expended to cover administration. Developer may in its discretion charge a convenience fee for credit card processing as allowed by state law.

## 6. Late Fees

The Developer will submit invoices monthly to the Buyer. Fixed Price efforts will be invoiced in accordance with the payment schedule outlined in section 4 of this Agreement. Time and material invoices shall be itemized by labor category, with labor hours worked and other Developer's Costs incurred during the invoicing period. Unless otherwise instructed in writing, invoices shall be sent to the addressee listed on this Agreement. Invoices shall be dated and are due immediately upon receipt of the invoice, which shall be deemed to be within ten (net 10) days of the invoice date. Developer reserves the right to suspend services immediately if the entire amount due is not paid within thirty (30) days of the date of the invoice. At any time thereafter, the Developer may terminate the service and submit the account to a collection's agency for the outstanding balances. Invoice balances not paid as of the due date are subject to a delinquency charge of 5% of the past due amount per month, not to exceed the maximum allowed under Florida law. Client shall also reimburse Developer for all costs of collection, including reasonable attorney's fees and costs.

## 7. Materials

Client shall make available to Developer, at the Client's expense, the following materials and equipment:

1. Complete and final text and image content for the Site; and
2. Transfer of the current domain name to the Developer for administration.

These items will be provided to the Developer within 14 days of the signature date of this Agreement. Materials not provided will be subject to additional development cost per section 4 of this agreement.

## 8. Changes In Project Scope

If the Client wishes to implement revisions after the Client has already accepted the Developer's work product following completion of any stage of development, the Client shall submit to the Developer a written proposal specifying the desired changes. The Developer will evaluate each such proposal at its standard rates. The Developer shall submit to the Client a written response to each such proposal within 10 working days following receipt thereof. The Developer's written response shall include a statement of the availability of the Developer's personnel and resources, as well as any impact the proposed changes will have on the contract price, delivery dates or warranty provisions of this Agreement. The Client shall have 10 business days from receipt of the Developer's response to its proposal to accept or reject it in writing. If the Client accepts the Developer's response, the acceptance (in writing) shall serve as authorization for the Developer to commence performance. Should the Client reject the Developer's response to its proposal, the Client will so notify the Developer within 10 working days of the Client's receipt of the response and the Developer will not be obligated to perform any services beyond those called for in this original Agreement.

## 9. Delays

The Developer shall use all reasonable efforts to meet the delivery schedule, if applicable. At its option, the Developer can extend the due date for any deliverable by giving written notice to the Client. The total of all such extensions shall not exceed 90 days. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.

Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the Agreement, power failure; fire, flood, acts of God, labor disputes, riots, acts of war or terrorism, epidemics, failure of subcontractors, and inability to obtain materials.

Service plan fees are not subject to refund, credit, or prorating as a result of a client-caused delay, scheduling conflict, or early termination of a service plan. The Client's failure to coordinate or schedule may result in forfeiture of included services if not redeemed within the plan's stated term. The Developer may at their discretion extend deliverable(s) for a plan up to 30 days beyond the end date of a service plan.

## 10. Ownership of Developer Content

Client shall retain all rights, title and interest (including copyright and other proprietary or intellectual property rights) in the Site, all legally protectable elements or derivative works, whether or not paid for wholly or in part by Client, when not developed by Developer, Client or any contractor, subcontractor or agent of Client or the Developer. To the extent that ownership of Developer content does not automatically vest in Client by virtue of this Agreement, Developer agrees to transfer and assign to Client all rights, title and interest in the site, Developer Content and/or protectable elements or derivative works. In the event of account termination by either party, full payment on account balances, including any late/other fees, shall be made prior to transfer of account assets from the Developer to the Client.

## 11. Ownership of Developer Tools

The Client acknowledges that Developer owns or holds a license to use and sublicense various developments or authoring tools it uses to create websites for its clients. By way of example, such tools may include, but are not limited to: HTML code, Java code, Java applets, subroutines, search engines and toolbars for maneuvering between pages. Such material shall be referred to as "Developer's Tools." Developer Tools also include those items identified in the exhibit attached hereto and made a part hereof. Notwithstanding Section 10, Developer retains all right, title and interest, including all copyright, patent rights, and trade secret rights in Developer Tools. Subject to full payment of the fees due under this Agreement, Developer grants Client a nonexclusive, perpetual worldwide license to use the Developer Tools to operate the Site and for all updates and revisions thereto. However, Client shall make no other commercial use of Developer Tools without the Developer's written consent.

## 12. Website Credits and Links

The Developer can state on the Site that the Developer developed the Site, place hypertext links on the Client's Site to the Developer's website, and place hypertext links on the Developer's website to the Client's Site as an example of the Developer's services.

## 13. Site Hosting

The Developer has selected an Internet service provider to host its completed Site. While the Site is under construction and until final payment is received by the Developer, the Developer will host the Site pages as they are constructed in a special directory on its web space. If the Site is not completed by the completion date set forth in this Agreement, and if the cause of the delay is not attributable to the Developer, the Client agrees to pay the Developer for hosting the Site on the Developer's web space. The Client will continue to pay the Developer for hosting the Site at this rate until the Site is installed on the Developer's host server. Payment for Site hosting begins at the date of signature on the Agreement since the Developer utilizes the web space for the Client during development.

## 14. Domain Name

If requested by the Client, the Developer will cooperate with the Client in registering, maintaining, or transferring the domain name(s). The Client shall bear expenses incurred in registering the domain name in accordance with the Developer's rates. In the event of collections, domain names may be held for up to two calendar years of the date of collections.

## 15. Developer Representations and Warranties

THE DEVELOPER CONTENT FURNISHED UNDER THIS AGREEMENT IS PROVIDED ON AN "AS IS" BASIS. WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESSED, IMPLIED OR STATUTORY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE,

NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOR ARE THERE ANY WARRANTIES CREATED BY A COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. DEVELOPER DOES NOT WARRANT THAT THE OPERATION OF THE SITE WILL BE CONTINUAL, UNINTERRUPTED, OR ERROR FREE. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR DEVELOPER CONTENT. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES GRANTED BY DEVELOPER.

Developer represents and warrants to the Client as follows: (a) Developer has the authority to enter into and perform its obligations under this Agreement; (b) Developer has or will obtain all necessary and appropriate rights and licenses to grant the license to Client to use the Developer Content for the Site; (c) none of the Developer-provided content violates any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination or false advertising); and (d) none of the Developer-provided content contains any viruses, malware or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information throughout the development process. Upon completion of development, Developer does not warrant that the developer-provided content will remain free of viruses, malware, other programming routines, or maintain compatibility to browser coding standards. Should a development experience any of the above issues, Developer will make best efforts to address issues subject to billable hourly labor rates to the Client as identified in this Agreement.

## 16. Client Representations and Warranties

The Client represents and warrants to the Developer as follows: (a) the Client has the authority to enter into and perform its obligations under this Agreement; (b) the Client has or will obtain all necessary and appropriate rights and licenses to grant the license to the Developer to use the Client Content for the Site, and; (c) Client has or will obtain any authorizations necessary for hypertext links from the Site to any other third party websites, or (d) none of the Client Content, including but not limited to company name, color schemes, packaging, logos, jingles, slogan, songs/sounds, infringes a third party's copyright or trademark or other intellectual property, or misappropriates a third party's trade secrets or other intellectual property.

## 17. Limitation of Liabilities

Exclusive of the liability under Section 18 (Indemnification), neither party shall be liable to the other for any indirect, incidental consequential, special or punitive damages, including lost profits and loss of good-will, for any matter arising in connection with the services or products provided hereunder to Client, whether such liability is asserted on the basis of contract, tort or otherwise even if either party has been advised of the possibility of such damages. The charges for the services provided hereunder and the terms of this Agreement reflect the allocation of risk assumed between the parties hereto.

## 18. Indemnification

The Client will indemnify the Developer from any third-party claims resulting in losses, damages, liabilities, costs, charges, and expenses, including reasonable attorney fees, arising out of any breach of any of the Client's representations and warranties contained in this Agreement. For such indemnification to be effective, however, the Developer must give the Client prompt written notice of any such claim and provide the Client such reasonable cooperation and assistance as the Client may request in the defense of such suit.

## 19. Term of Agreement

The period of performance shall commence on the date of final signature and end upon 30 days' written notice by either party.

## 20. Termination of Agreement

Each party shall have the right to terminate this Agreement by written notice to the other if a party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after written notice of such breach is sent to the other party. If the Developer terminates this Agreement because of the Client's default, all of the

following shall apply: (a) the Client shall immediately cease use of the Developer Content; (b) the Client shall, within 10 days of such termination, deliver to the Developer all copies and portions of the Developer Content and related materials and documentation in its possession furnished by the Developer under this Agreement; (c) all amounts payable or accrued to the Developer under this Agreement shall become immediately due and payable; (d) all rights and licenses granted to the Client under this Agreement shall immediately terminate. This Agreement may be terminated by the Client for its convenience upon thirty 30 days prior written notice to the Developer. Upon such termination, all amounts owed to the Developer under this Agreement for performed work or for balances on support plans with remaining terms shall immediately become due and payable and all rights and licenses granted by the Developer to the Client under this Agreement shall immediately terminate. In the event of account termination by either party, full payment on account balances, including any late/other fees, shall be made prior to transfer of account assets from the Developer to the Client.

## 21. Taxes

The Developer's prices do not include sales, use, excise, levies, duties, GST, VAT, or any other tax or withholdings. If the Client is required to make any deduction or withholding for any tax, duty, or other charge imposed by a governmental entity, payments to the Developer shall be increased to an amount which, after such deduction or withholding, will result in payment to the Developer of the full amount the Developer would have received had no deduction or withholding been made.

## 22. Non-Solicitation of Developer's Employees

During the term of this Agreement and for one (1) year thereafter, Client will not directly or indirectly: (a) solicit or encourage any direct employee of Developer to leave the employment of Developer; or (b) hire any direct employee, who has left the employment of the Developer if the hiring is proposed to occur within one year after the termination of the employee's employment with Developer. Exclusive of the liability limitations set forth in Section 16, Client agrees that Developer will be materially harmed by the breach of this non-solicitation provision and the damages suffered by Developer will be difficult to determine, therefore the parties agree that as liquidated damages and not a penalty Customer shall pay the Developer a sum equal to one half of the then current gross annual salary of the individual or individuals solicited in violation of this provision. Client further acknowledges and agrees that actual or threatened breach of this provision will cause irreparable injury inadequately compensable in money damages to Developer. Accordingly, Developer has the right to specific performance and injunctive or other equitable relief without the requirement to demonstrate irreparable harm, which is hereby conceded in the event of actual or threatened breach. Such remedy shall not be deemed to be an exclusive remedy for the breach of this provision, but shall be in addition to all other remedies available at law or in equity. The Parties further acknowledge that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

## 23. Additional Services

The Developer provides additional time and material services as required by the Client. The Developer reserves the right to adjust its time and material rates on an annual basis. Rate adjustments, if any, will take effect on after 30 days' written notice to the Client. These include but are not limited to:

Our Services	Fequency	Cost
Graphic Design	Hourly	\$120.00
Programming	Hourly	\$150.00
Social Networking	Hourly	\$120.00
SEO Services	Hourly	\$120.00
Photography	Hourly	\$150.00
Video Production	Hourly	\$150.00

Domain Name Purchase / Renewal / Transfer	Yearly	\$25.00
Standard Maintenance Plan (Up to 3 hours of maintenance per month [0.5 hour minimum per request])	Monthly	\$300.00
Advanced Maintenance Plan (Up to 5 hours of maintenance per month [0.5 hour minimum per request])	Monthly	\$475.00
Website Hosting (Included SSL)	Monthly	\$50.00

## 24. Survival

The provisions of Sections 15, 16, 17, 18, and 22 will survive termination of this Agreement

## 25. General Provisions

(a) Complete Agreement: This Agreement together with all exhibits, appendices or other attachments, which are incorporated herein by reference, is the sole and entire Agreement between the parties. This Agreement supersedes all prior understandings, agreements and documentation relating to such subject matter. In the event of a conflict between the provisions of the main body of the Agreement and any attached exhibits, appendices or other materials, the Agreement shall take precedence. (b) Modifications to Agreement: Modifications and amendments to this Agreement, including any exhibit or appendix hereto, shall be enforceable only if they are in writing and are approved by authorized representatives of both parties. (c) Applicable law: This Agreement will be governed by the laws of the State of Florida, irrespective of its conflicts of law's provisions. Venue is in any court of competent jurisdiction. (d) Notices: All notices and other communications given in connection with this Agreement shall be in writing and shall be deemed given as follows: When delivered personally to the recipient's address as appearing in the introductory paragraph to this Agreement; 3 days after being deposited in the United States mails, postage prepaid to the recipient's address as appearing in the introductory paragraph to this Agreement, or when sent by fax, overnight delivery service, or electronic mail. Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first-class or certified mail or the recipient delivers a written confirmation of receipt. (e) No Agency: Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties. (f) Assignment: The rights and obligations under this Agreement are freely assignable by either party. The Client shall retain the obligation to pay if the assignee fails to pay as required by this Agreement. (g) Successors and Assigns: This Agreement binds and benefits the heirs, successors and assigns of the parties. (h) Severability: If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement will be interpreted so as best to carry out the parties' intent.

## 26. Employee and Subcontractor Contracts

Developer shall cause each individual or company employed or subcontracted by Developer in connection with the services under this Agreement to execute a contract regarding assignment of rights prior to each such individual or company's commencement of services thereunder. Such contracts shall: (a) include a full assignment of all rights to Client, (b) include a waiver of any moral or similar rights, (c) be freely assignable, (d) contain restrictions on use and disclosure; and (e) provision(s) to the effect that Client shall have no obligation to pay any subcontractor(s).

Both parties agree to the terms and conditions outlined above.

<b>COMPANY</b>	<b>CLIENT/CUSTOMER</b>
<b>Aaron Rich</b>	<b>Brad Coleman</b>
Full Name	Full Name
	<b>President, Board of Directors</b>
Title	Title
<b>Aaron Rich Marketing</b>	<b>Grand Panama Beach Resort</b>
Business Name	Business Name
	<i>Brad Coleman</i>
Signature	Signature
	<b>Jan 30 2026</b>
Date	Date

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