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EMPLOYMENT AGREEMENT BETWEEN WEBMASTER
RICHARD CLEAVELAND AND THE TOWN OF DEWEY BEACH DELAWARE

TERMS AND CONDITIONS

The following are the terms and conditions for the Town of Dewey Beach and the Dewey Beach Webmaster. Please read them carefully. The Town of Dewey Beach has offered Richard Cleaveland to maintain and update the Dewey Beach website conditioned on the acceptance without modification of these terms and conditions for the next 6 months.

RESPONSIBILITIES

The webmaster will make sure all links and pages work for every section of the Website. He shall be available on short notice for unexpected maintenance or updates. He shall work with Delaware.Net to ensure that all links are functional and to update and improve the information sections as needed. He will check with all departments of the Town for information and corrections or updates that may be needed. He will work to develop and implement new site features. He will make grammatical and factual corrections to the online edition as required or upon consultation with the Town Manager or Mayor. He will perform other duties as assigned and attend required employee staff meetings. He will not be responsible for the content or posting of public notices, meeting agendas or minutes of the Town Council or it's committees although he may edit these postings as appropriate for formatting purposes.

PAYMENT POLICY

The Town of Dewey Beach agrees to compensate the webmaster one dollar per month for the next six months beginning July 15, 2009 and ending Jan 15, 2010.

2010

TERMINATION OF AGREEMENT

The Town of Dewey Beach or the webmaster, at their sole discretion, may choose to cancel the agreement at any time by giving a 30 day written notice of cancellation to the other party. If the Webmaster is found to be in violation of any of the terms or conditions herein, the Town of Dewey Beach may cancel this agreement without any notice.

LIMITATION OF LIABILITY

The Town of Dewey Beach shall have no liability for any indirect, incidental, special or consequential damages or any loss of revenue or profits arising under or with respect to this agreement. In addition, the Webmaster shall hold The Town of Dewey Beach its Commissioners, Employees and agents harmless from and against any third party claims arising from service interruptions resulting from the Webmasters conduct.

CONDUCT

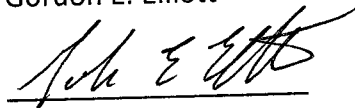
The Webmaster is solely responsible for the contents of his transmissions through the internet service. The Webmasters use of the internet is subject to all applicable local, state, national and international laws and regulations. Therefore, the webmaster agrees

1. To comply will all applicable laws regarding the transmission of technical data exported through the internet.
2. Shall not use the internet for illegal purposes.
3. Shall not interfere or disrupt networks connected to the internet.
4. Shall comply with all regulations, policies and procedures of networks connected to the internet.
5. No articles, photos, or comments of a political nature of any type may be advertised, solicited or editorialized on the Town of Dewey Beach Web Site.

If a webmasters conduct is found to be inconsistent with the intent of the agreement, The Town of Dewey beach retains the right, at its sole discretion, to determine whether or not a Webmasters conduct is consistent with the Terms and Conditions of this agreement.

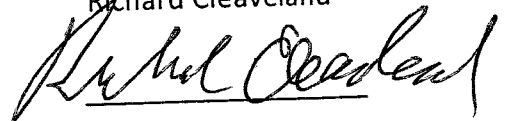
This agreement made between the Town of Dewey Beach and Webmaster Richard Cleaveland this 15th day of July , 2009

Gordon E. Elliott



Town Manager

Richard Cleaveland



Webmaster