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December 7, 20XX
CLIENT PERSONAL NAME
TITLE
COMPANY NAME

Web Site Design Contract

This AGREEMENT is dated and in effect as of the **December 7th, 20XX**, between **CLIENT PERSONAL NAME** of **CLIENT NAME**, hereafter referred to as "Client" and **YOUR NAME**, hereafter referred to as "Consultant". This agreement is with respect to the work concerning **website development**, hereinafter referred to as the "Work." The work will consist of original code and possible implementations of third party code. Any third party code will be outlined in the Proposal. Whereas, Consultant is a professional web designer of good standing; Whereas, Client wishes Consultant to create certain Work described more fully herein and in the Proposal; and Whereas, Consultant wishes to create such Work; Now, therefore, in consideration of the foregoing premises and the mutual covenants hereinafter set forth and other valuable considerations, the parties hereto agree as follows:

In english: this section establishes the parties entering into the contract, the work to be done, and that both are agreeing to the terms that will follow.

CONFIDENTIALITY:

The Client and Consultant may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party. Confidential information shall not include information that:

1. is already known to the party to which it is disclosed;
2. is or becomes part of the public domain without breach of this Agreement;
3. is obtained from third parties, which have no obligations to keep confidential to the parties to this Agreement.

In english: this requires any sensitive information related to a project to be written down and delivered to the other party. In most cases, you won't have anything you need to keep confidential, but the client might be sharing industry information, critical company data, or the like. Having that information clearly identified in writing ensures that everyone is on the same page about what information needs to be kept private. Many times this comes in the form of a non-disclosure agreement.

DESCRIPTION OF WORK:

A separate Proposal will describe the Work that is required of Consultant for the Client.

PAYMENT SCHEDULE:

The full length of this contract is as follows:

Starting date is **7th** day of **December, 2010** and estimated completion* date is **20th** day of **December, 2010** for the estimated total amount of **\$ESTIMATED COST**, which is derived from an estimated **ESTIMATED HOURS** hours to be billed at **\$HOURLY RATE per hour**. The total number of hours incurred by Consultant during the course of the Work described herein will be billed to Client at a rate of **\$HOURLY RATE** per hour. Consultant reserves the right to exceed a total cost of **\$ESTIMATED COST** in the event that the completion of the Work requires more than **ESTIMATED HOURS** hours. Client and Consultant hereby agree that the Work resulting from the estimated **ESTIMATED HOURS** hours shall be a **DESCRIBE PROJECT** conforming to the Proposal as approved by the Client.

In english: this section is pretty self explanatory, but it establishes how much you estimate the project will cost based on the number of estimated hours times your hourly rate. One very important point is that clients are agreeing to the fact that the estimate is, in fact, an estimate, and it is possible that total will be exceeded. The goal is to estimate well and stay at/under your estimate, but sometimes things are overlooked or not considered, and having this safeguard in place is very helpful.

IMPORTANT: if you are ever going to exceed an estimate, you need to clearly communicate that to the client as far ahead of time as possible, and explain why.

Client shall pay Consultant **\$XXXXXX**, (20% of the estimated total) as a deposit for project commencement.

In english: you don't start work until you have a deposit.

Every two weeks during the Work Consultant will bill Client for the total hours worked to that point to be paid no more than two weeks after the sending of the invoice. If the invoice is unpaid in that period of time a 10% financing charge will be instituted on the total amount due on the account and work will discontinue until the Client brings the invoice current. Upon completion of the Work the remaining balance will be due and must be paid prior to file and password relinquishment, or upload and/or assembly of website on Client's web server.

In english: you get paid every two weeks. If the client fails to pay, you stop working, and the cost goes up by 10% of the total. You don't deliver work until you get final payment.

THE FOLLOWING PARAGRAPH APPLIES ONLY TO RETAINERS (remove if not applicable)

*Consultant will invoice the Client for the amount of time accrued on the 1st and 15th of each month, including detail on the tasks the time was spent on. Any hours spent in excess of **XX** in any given month will need to be pre-approved by the Client. Fees will accrue at a rate of **\$XX per hour** and will be due 15 days after the invoice is received. Any pre- approved out of pocket expenses will be invoiced as incurred.*

In english: If you are working on a big project that will take a long time, it might make sense for a client to keep you "on retainer" on a monthly basis. The main difference with a retainer is that you'll set a number of hours *monthly* and bill against that on the 1st and 15th, depending on how much time you've spent. This is a great arrangement for long projects that will span multiple months.

DUE DATES:

Consultant agrees to deliver samples of design on dates as agreed upon in the Proposal. Consultant will make every effort to meet agreed upon due dates. The Client agrees that failure to submit required information, payments or materials may cause delays in the final due date of the Work and will act so as to postpone the due date by whatever time is lost.

In english: you and the client agree to meet deadlines. If the client doesn't get you something you need, the deadline gets pushed out.

FEES & ADDITIONAL SERVICES:

Overly burdensome changes will be charged at **\$HOURLY RATE per hour**. Any work the Client wishes Consultant to create, which is not specified in the DESCRIPTION section of this agreement, or in the attached Proposal will be considered an additional service. Such Work shall require a separate Agreement and payment separate from and above that specified in this Agreement.

In english: if the client makes a change that will take additional time, they will pay for that time. If they request something outside of the description of work, a new contract needs to be set up.

This section is really important: lots of clients are well meaning, but might not understand that making "just a small addition" could mean lots more hours. Your client is not your enemy, but you need to be careful about scope-creep (the original amount of work expanding with small 'additions').

EXPENSES:

Client agrees to reimburse Consultant for any of the following expenses necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone Consultation).

In english: if you need something you don't have in order to complete the project, the client agrees to cover this. This won't happen in most cases, but if it does you need to clearly communicate ahead of time that you need something and ask about how they'd like to cover the expense (whether they pay or reimburse you).

ASSIGNMENT OF WORK:

Consultant reserves the right to assign other designers, developers, or other subcontractors to the Work to ensure quality and on-time completion.

In english: if you need to hire someone else to get the work done, you can.

RESERVATION OF RIGHTS:

All rights not expressly granted hereunder are reserved to Consultant, including but not limited to all rights in sketches, comps, or other preliminary materials and the right to claim ownership and link to the work.

In english: you get to claim your work as your own, link to it, and use it in your portfolio.

PERMISSIONS AND RELEASES:

The Client agrees to indemnify and hold harmless Consultant against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release. Client also agrees to indemnify and hold harmless for any expense due to integrated third party code outlined in the Proposal.

In english: if the client gives you assets to use in the work that they don't have legal rights for, you aren't liable.

PUBLICATION:

The Client may publish or disclose information regarding the Work and shall acknowledge the support of Consultant in all such publications. The Client will not use the name of Consultant, in any advertising or publicity without the prior written approval from the Consultant. The Consultant will not use the name of Client, in any advertising or publicity without the prior written approval from the Client.

In english: if the client references the work, they will identify you as its creator. (That means they can't claim that they did your work.) This also outlines a two-way agreement in which neither of you will use the other's name in promotional materials without asking first, i.e., you will ask them if you can use their information/the work in promoting yourself to other clients, and they will do the same.

COPYRIGHT NOTICE:

Copyright is in Consultant's name. Upon completion of Work, the copyright will only be released to the Client upon the Consultant's signing of the Release of Copyright, which shall not be unreasonably withheld.

In english: you own the work until final payment and delivery, then the client owns it.

TERMINATION:

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, Consultant shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Client shall also pay any expenses incurred by Consultant and the Consultant shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

In english: either you or the client can end the contract, but not without 30 days notice. That protects you from a client suddenly walking away and not paying. If a client does end the contract, they have to pay you for the work you've completed, they don't own any of it, and if a lawyer gets involved in collecting payment, they have to cover his fees.

In the event that Work is postponed or terminated at the request of the Client, Client shall not receive any refund or reimbursement for deposits made. In the event that Work is postponed or terminated at the request of Consultant, Client shall receive a refund for the exact amount of any deposits made.

In english: if the client bails, they don't get their deposit back. If you bail, you'll give their deposit back.

The Client and Consultant are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Client nor Consultant has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

In english: this limits your relationship to the client to only that—a consultant working for a client. This keeps them (and you) from assigning any legal requirements outside of that relationship (like employment taxes, etc.).

This Agreement shall be governed by and construed in accordance with the laws of **The State of XXXXXX** applicable therein.

In english: this makes sure neither of you are allowed to break any state laws.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business and gives warranty that he is an signatory for the organization (if applicable).

In english: the people who sign on the lines below agree to everything in this agreement.

On behalf of the Client: _____ Date _____

On behalf of Consultant: _____ Date Dec. Xth, 2010