# Web Design Contract

This Website Design Agreement (“Agreement”) is being made between “Lara Irwin” (“Client”) located at “Gold Coast” and (“Web Developers”) “Alison Killen” and “Sevda Amini-Uhde” on (date) 25 November 2020 to design and develop a website.

**1. Services**

The Web Developers will provide the following services:

1. Full website completed & live

2. 100% responsive on mobile/tablet/laptop

3. Ecommerce ready (online store with secure checkout)

4. SEO ready (to boost your Google ratings)

5. Custom email address (info@yourdomain)

6. Assistance adding your copy & photos to the website

7. Training to help the “Client” use/edit their website

The services will include the following number of revisions: **Three(3).** This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

**2. Cost and Payment**

The Web Developers will charge “Zero ($0)” for the services mentioned above. However, for future possible requirements the Client will be charged an hourly rate of $40.

The “Client” pays for “Hosting”, “Domain” and any other required third party services.

**3. Schedule**

The Web Designer will provide the following deliverables at the following dates:

|  |  |
| --- | --- |
| **Deliverable** | **Date** |
| * Preliminary Design * Review * Final Review * Completion * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ * \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The Client will have \_\_\_\_**one (1)\_**\_\_\_\_\_ business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and the Web Designer will continue their work.

**4. Confidentiality**

During the term of this agreement and afterward, the Web Developers will use reasonable care to prevent the unauthorized use or dissemination of Client’s confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Developers knew before Client disclosed it; is or becomes public knowledge through no fault of Web Developers; Web Developers obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

Web Developers **will not** sign **a non-disclosure agreement** since the project will be marked (meaning that the codebase is accessible to educators and Academy of Information Technology).

Web Developers CANNOT guarantee that the app will be usable to Client.

**5. Termination of Agreement**

This Agreement will automatically terminate when both Parties have performed all their obligation under the Agreement and all payments have been made.

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Developers Fourteen (14) days in advance, and pay for services already completed and for hours already worked.

**6. Limitation of Liability**

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

**7. Intellectual Property**

The Client will own the website and any visuals provided by the Web Developers. The Web Developers will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Developers with, and will not hold the Web Developers responsible for any third-party claims.

The Web Designer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

**8. Dispute Resolution**

If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

**9. Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_.

|  |  |
| --- | --- |
| **The Client**  Name: \_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_ | **The Web Developers**  Name: Alison Killen & Sevda Amini  Date: 25 Nov 2020  Signature:\_\_\_\_\_\_\_\_\_\_ |