WEBSITE DEVELOPMENT & HOSTING AGREEMENT

This Website Development & Hosting Agreement ("Agreement") is entered into as of

_____ ("Effective Date"), by and between:

Developer: **Carver Pugmire**

Business Name: **Starber Tech**

Address: **737 Arrow St, Tooele, UT 84074**

Email: **jaxjax7@outlook.com**

Client: _____

Company Name: _____

Title/Position: _____

Address: _____

Email: _____

1. Scope of Services

Developer agrees to provide the following services (check all that apply):

☐ New Website Development

☐ Website Revision / Redesign

☐ Hosting and Maintenance Services

Detailed Description of Work / Scope:

_____

_____

_____

2. Fees & Payment Terms

Project Fee (Flat Rate): $_____ (based on agreed scope and complexity).

Payment Structure (select one):

☐ Payment due in full upon completion and delivery.

☐ Deposit of $_____ due before work begins; balance due upon delivery.

☐ Other (describe): _____

Hosting and Maintenance (if selected above): Monthly Base Fee: $_____ per month.

Additional maintenance requests may be billed at flat rates agreed upon in writing prior to work being performed.

Invoices are due within ___ days of receipt. Late payments may incur a 5% late fee per month or the maximum permitted by Utah law.

3. Timeline & Delivery

Project Start Date: _____

Estimated Completion Date: _____

Developer will make reasonable efforts to meet the estimated completion date. Delays caused by Client (including failure to provide content, approvals, or materials) will automatically extend deadlines accordingly.

If either party anticipates delay, both parties agree to communicate in good faith to renegotiate deadlines in writing.

4. Client Responsibilities

Client agrees to provide all necessary content, logos, photos, domain access, hosting credentials, and other required materials in a timely manner. Client represents that it owns or has permission to use all materials provided to Developer.

5. Intellectual Property

Upon full payment, Client shall own the final website deliverables created specifically for Client, excluding Developer's pre-existing tools, frameworks, code libraries, or reusable components, which remain Developer's property. Developer retains the right to display completed work in portfolio and marketing materials.

6. Hosting & Maintenance Terms

If Hosting and/or Maintenance Services are selected, this Agreement shall operate on a month-to-month basis beginning on the service start date. Either party may terminate ongoing services with 30 days written notice.

Developer agrees to make reasonable efforts to respond to maintenance requests in a timely manner. Emergency services or major revisions may require separate written approval and additional fees.

7. Termination

Either party may terminate this Agreement for material breach if the breach is not cured within 10 days of written notice. Client remains responsible for payment for all work performed up to the date of termination.

8. Limitation of Liability

Developer shall not be liable for indirect, incidental, or consequential damages. Developer's total liability shall not exceed the total fees paid under this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and may only be modified in writing signed by both parties.

11. Authorization & Signatures

The undersigned represent that they are authorized to enter into this Agreement on behalf of the respective parties mentioned above.

Developer Signature: _____ Date: _____

Client Signature: _____ Date: _____