*Simply replace ${date}, ${contractor}, and ${client} with the appropriate information.*

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**Preface**

This document’s purpose is to provide both parties (${client} and ${contractor}) involved in ${project\_name} with goals and parameters. It serves to strengthen the relationship by laying out expectations for all parties involved. By reading and signing this document, signers agree to adhere to these expectations in order to foster a strong business environment and to better understand the goals of the work done. This document works to protect all parties.

**Intro**

This agreement entered into today, ${date}, between ${contractor}, and its client, ${client}

Whereas ${contractor} is being hired by ${client} to create, modify, or update a website.

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

**Payment**

${client} agrees to pay ${contractor} according to the customized attached payment plan (referred to as Milestones or Project Milestones). ${contractor} will send periodic invoices to the client and payment is due upon receipt of the invoice unless otherwise documented in writing. The schedule of these periodic invoices is dependent upon the pre-determined Project Milestones

These Milestones were determined by ${client} to represent significant junctions in the web design process. They ensure that the agreed upon scope of this project is progressing in a satisfactory manner to all parties.

**Late Payment**

Failure to make payments on time, without written prior consent by ${contractor}, will result in the assessment of late fees for any additional processing that will be required. The late fees are as follows:

An initial late fee (10% of the amount invoiced) will be assessed if the payment is 31 days late.

An second late fee (15% of the amount invoiced) will be assessed if the account is 61 days late.

For this contract, email correspondence will be considered “written consent” for this agreement.

**Non-payment**

Failure to make payments will also subject the client to possible legal action in order for ${contractor} to collect on any outstanding balances. Any legal fees incurred by ${contractor} may become the responsibility of ${client}.

**Incomplete Project and Kill Fee**

Because ${contractor} is creating (or working on) a customized website for ${client}, ${client} is liable for paying ${contractor} for all work done for ${client}, regardless if the client fails to utilize the website in production.

If ${client} cancels the project, they are still liable for hours already worked by ${contractor} plus any expenses incurred for the project. In addition to these fees, a “kill fee” (10% of the total estimated project cost) will be paid by ${client}.

**Timetable and Client Responsibilities**

Both ${client} and ${contractor} must abide by the attached projected timetable outlined in the project milestones, unless both parties agree to changes in writing. Email correspondence between the parties constitutes “in writing” for the purposes of this contract.

${client} understands that all projects created by ${contractor} will not be available for delivery or pick-up until payments are received for the projects. See project milestones timeline and payment schedule for dates if provided.

${client} is responsible for adhering to all deadlines set by ${contractor}. Any delays in the project schedule by ${client} are billable by ${contractor}. ${contractor} is responsible for informing ${client} of all deadlines and the billable amount if the deadline is not met.

**Intellectual Property**

${client} understands that all computer code, photographs, and non-brand design elements are only licensed to ${client} for the purposes of the project and are not the property of ${client}. Some of the assets used in the design of this website may have been purchased specifically for the use in this project. Any additional use by ${client} may be breaking the law.

${client} may not sell or distribute any computer code, photographs, or other design elements created by ${contractor}, for any reason, without prior written consent by ${contractor}.

Any brands or logos created by ${contractor} for ${client} are the property of the client.

**Revisions and Technical Support**

${client} understands that ${contractor} is being hired to design and code a website. Technical problems associated with hosting, legacy browser testing, or any additional server-side software is not the responsibility of ${contractor}. If ${client} wishes to hire ${contractor} for additional technical support, a new contract may be created.

${client} understands that ${contractor} is not responsible for revisions or updates to this project once the final agreed upon deliverable has been sent. If ${client} wishes to hire ${contractor} for additional design, coding, or writing opportunities associated with this project, a new contract may be created.

**Portfolio and Credit**

${client} understands that any design elements created for this project by ${contractor} may be used in the designer’s portfolio for promotional use. ${client} and ${contractor} agree that when asked, ${client} must properly identify ${contractor} as the creator of this project’s work.

${contractor} reserves the right to place an outbound credit link (i.e.: This website was created by Studio X) to his/her/its own website. This credit link may appear in the footer or HTML/CSS documents of this project.

**Changes in Scope**

If changes are made to the scope of this project, these changes must be agreed upon by both parties and must be made in writing. If significant changes are being made, either by ${client} or ${contractor}, a new contract will be reissued.

In witness thereof, the parties, intending to be legally bound, have executed this agreement as of the date first above written.

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Client Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signature