

Website Hosting and Management Agreement

This Agreement is made and entered into on _____, by and between:

Service Provider: _____

Client: _____

(Together referred to as the "Parties.")

1. Scope of Services

The Service Provider agrees to provide the Client with the following services:

- Web hosting on a [shared/VPS/cloud/dedicated] server
- Domain management (registration and renewal)
- Website maintenance and updates
- Security monitoring and SSL implementation
- Regular backups and recovery services
- Technical support and performance optimization
- Other: _____

Additional services beyond the scope listed above may be subject to separate fees and agreements.

2. Term and Renewal

This Agreement begins on _____ and remains in effect for a period of _____. It will automatically renew unless either party provides 30 days' written notice prior to the end of the current term.

3. Payment Terms

- **Fee:** \$_____ (Monthly/Quarterly/Annual)
- **Due Date:** _____
- **Setup Fee (if any):** \$_____
- **Late Fee:** _____% after _____ days

All payments are non-refundable unless otherwise stated in this Agreement.

4. Client Responsibilities

The Client agrees to:

- Provide necessary access to domain registrar and backend
- Supply content/media as needed
- Respond to communication promptly
- Ensure legal compliance with content

5. Service Level Agreement (SLA)

- **Uptime Guarantee:** 99.9% uptime (excluding maintenance)
- **Support Response Time:** Within 24 hours (business days)
- **Issue Resolution Time:** Based on severity

6. Termination

Either party may terminate this Agreement with 30 days' written notice. Upon termination:

- Services cease
- Client may request backup within 14 days
- Outstanding fees remain due

7. Intellectual Property

- Client retains ownership of content they provide
- Service Provider retains proprietary tools/code rights
- Client receives license for usage

8. Limitation of Liability

Service Provider is not liable for:

- Client-induced data loss
- Failures of third-party services
- Indirect/consequential damages

Liability is limited to fees paid in the 3 months preceding any claim.

9. Confidentiality

Both parties agree to maintain confidentiality of sensitive or proprietary information shared during this Agreement.

10. Dispute Resolution

Disputes will first be handled via informal negotiation. If unresolved, disputes will be settled via mediation or arbitration in _____.

11. Entire Agreement

This Agreement is the entire understanding between the Parties and supersedes all prior agreements.

Service Provider

Name: _____

Title: _____

Signature: _____

Date: _____

Client

Name: _____

Title: _____

Signature: _____

Date: _____