

## WEBSITE DESIGN AGREEMENT

This Website Design Agreement (the **"Agreement"**) is entered into \_\_\_\_\_  
(the **"Effective Date"**), by and between:

\_\_\_\_\_, with an address of \_\_\_\_\_  
\_\_\_\_\_ (the **"Client"**) and  
\_\_\_\_\_, with an address of \_\_\_\_\_  
\_\_\_\_\_ (the **"Designer"**),  
collectively "the **Parties.**"

1. **Project Description.** Client wishes to hire Designer to create a Website. The specific requirements and the details as stated by Client ("Services") are as follows:

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At any time, Client may update the scope of Services by filling out a "Change Order" form. If updated Services require more work on the part of Designer, the Parties will agree in writing to an updated cost for Services before work continues.

2. **Schedule (Optional).** The Parties agree to the following schedule:

Preliminary design due: \_\_\_\_\_

Client to approve preliminary design by: \_\_\_\_\_

Initial: Client \_\_\_\_\_

Initial: Designer \_\_\_\_\_

Project completion due: \_\_\_\_\_, or within

\_\_\_\_\_ business days of final design approval by Client, whichever is later.

Designer will be available for \_\_\_\_\_(##) \_\_\_\_\_days \_\_\_\_\_weeks \_\_\_\_\_months to provide Client with reasonable technical support and correct any possible errors or deficiencies.

3. **Revisions.** Client shall be entitled to \_\_\_\_\_ revisions. Any revisions beyond \_\_\_\_\_ shall be chargeable at a rate of \$\_\_\_\_\_.

4. **Hosting.** Check one:

\_\_\_\_ Designer will provide web hosting services for the Website at an additional charge of \$\_\_\_\_\_ initially and \$\_\_\_\_\_ annually thereafter. If annual fee is not received by Designer by the due date, Designer may cease providing hosting services, resulting in the Website being unavailable online. Designer will make a reasonable effort to give Client a reminder of no less than \_\_\_\_\_ prior to annual payment due date, by way of contact information either provided in writing in this Agreement or as updated by Client and confirmed as received by Designer.

**OR:**

\_\_\_\_ Designer will provide Client with all files required for proper functioning of the Website. Client will independently arrange for web hosting to make the Website available online.

5. **Payment.** The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: \_\_\_\_\_

Initial fee for web hosting: \_\_\_\_\_ or N/A

Amount Due at Signing: \_\_\_\_\_

Amount Due at Completion: \_\_\_\_\_

Initial: Client \_\_\_\_\_

Initial: Designer \_\_\_\_\_

6. **Confidentiality.** During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Website in its final form. Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Designer also will not use any of this proprietary information for their personal benefit at any time.
7. **Ownership Rights.** Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Project. Designer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Designer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Designer continues to own any and all template designs it may have created prior to this Agreement. Designer will further own any template designs it may create as a result of this Agreement.

A Copyright notice that states "© Weatherhead Online" may be displayed on the bottom of each page of the Website, at Designer's sole discretion.

## 8. **Representations and Warranties.**

Designer. Designer represents and warrants that they have the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that they have the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

Initial: Client \_\_\_\_\_

Initial: Designer \_\_\_\_\_

9. **Disclaimer of Warranties.** Designer shall create a Website for Client's purposes and to Client's specifications. Designer does not represent or warrant that said website will create any additional profits, sales, exposure, brand recognition, or the like. Designer has no responsibility to Client if the website does not lead to Client's desired result(s).
10. **Termination.** Client may end this agreement at any time by giving Designer a ten (10) day written notice and paying Designer for Services completed up until the time of delivery of notice.
11. **Limitation of Liability.** Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery.
12. **Dispute Resolution.**
- a. **Negotiation:** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
  - b. **Mediation/Arbitration:** If a dispute cannot be resolved through good faith negotiation, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
  - c. **Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Colorado, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.
  - d. **Legal Fees:** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
13. **Severability.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

Initial: Client \_\_\_\_\_

Initial: Designer \_\_\_\_\_

**14. Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in the United States. This Agreement supercedes any other written or verbal communication between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**"CLIENT"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**"DESIGNER"**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_