WEB DEVELOPMENT AGREEMENT

This Web Development Agreement ("Agreement") is entered into as of:

(Effective Date)

BY AND BETWEEN:

DEVELOPER:

WisdomLayers

A sole proprietorship organized under the laws of North Carolina

332 W Summerchase Dr, Fayetteville, NC 28314

AND

CLIENT:

Name:

Street Address:

City, State, Zip Code:

Developer and Client may be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. SCOPE OF SERVICES

Developer agrees to provide Client with web development services according to the selected package:

1.1 Starter Website – $1,499

1.1.1 Pages: 1–5 custom pages (e.g., Home, About, Services, Contact, FAQ)

1.1.2 Timeline: Typical completion in 2-4 weeks from deposit receipt and Client provision of all required materials. Actual completion date specified in Section 4.1.

1.1.3 Design: Mobile-responsive design optimized for all devices

1.1.3.1 Browser & Device Compatibility: Website will be tested and optimized for modern browsers including Chrome, Firefox, Safari, and Edge (latest 2 versions), as well as mobile browsers including iOS Safari and Android Chrome. Legacy browsers (Internet Explorer 11 and older) are not supported.

1.1.4 Basic SEO: Page titles, meta descriptions, header tags (H1, H2, H3), alt text for images, fast page loading, mobile optimization, basic sitemap

1.1.4.1 Basic Accessibility: Website will follow basic accessibility best practices including descriptive alt text for images, semantic HTML structure, and adequate color contrast ratios. Full ADA/WCAG 2.1 AA compliance auditing and remediation requires a separate agreement and is not included in standard packages.

1.1.5 Features: Contact form with email notifications, Google Maps integration (if applicable to Client's business)

1.1.6 Deployment: Setup and deployment on hosting platform of Client's choice (Netlify, GitHub Pages, GoDaddy, etc.)

1.1.7 Development Process: Collaborative development with ongoing client feedback throughout the build process

1.1.8 Support: 1 month post-launch support (bug fixes and minor updates as defined in Section 7)

1.1.9 Delivery: All source files delivered after full payment and final approval

1.2 Professional Website – $2,499

Includes all Starter Website features (1.1.1 - 1.1.9), plus:

1.2.1 Pages: Up to 10 custom pages

1.2.2 Timeline: Typical completion in 4-6 weeks from deposit receipt and Client provision of all required materials. Actual completion date specified in Section 4.1.

1.2.3 Advanced SEO: Google Analytics setup, Google Search Console setup, keyword research for 10-15 target keywords, schema markup (local business, reviews, etc.), Core Web Vitals optimization, social media meta tags (Open Graph, Twitter cards)

1.2.4 Content Management: CMS integration for easy content management by Client

1.2.5 Additional Features: Blog, news, or portfolio section; booking or inquiry form integration; speed and performance optimization; optional social media integration

1.2.6 Support: 3 months post-launch support (bug fixes and minor updates as defined in Section 7)

1.3 Custom Website – Price Quote Required

For projects that fall outside the Starter or Professional packages, including but not limited to:

1.3.1 Landing pages: Starting at $500

1.3.2 E-commerce stores: Starting at $4,000

1.3.3 10+ page websites: Custom quote

1.3.4 Complex features & integrations: Custom quote (APIs, custom backends, membership systems, user portals, interactive features, calculators, booking systems, custom forms)

1.3.5 Ongoing maintenance or subscription-based services

1.3.6 Timeline: Determined per project scope after consultation

1.3.7 Support: Up to 6 months post-launch support as agreed upon in writing based on project scope and complexity

1.3.8 Pricing, timeline, features, and SEO level will be mutually agreed upon in writing before work begins

2. THIRD-PARTY SERVICES

2.1 Any third-party services required for the Website, including domain registration, hosting, APIs, plugins, booking systems, payment processors, or subscriptions, are the sole responsibility of the Client unless otherwise agreed upon in writing prior to signing this Agreement.

2.2 Developer may assist in setup and configuration of third-party services, but ongoing payments, renewals, account management, and troubleshooting shall be the Client's responsibility unless otherwise agreed in writing.

2.3 Client agrees to reimburse Developer 100% upfront for any third-party services purchased on Client's behalf before Developer makes the purchase.

2.3.1 Domain Purchase Setup Fee: If Client requests that Developer purchase a domain on their behalf, a one-time setup fee of $35 will apply in addition to the domain registration cost. This fee covers domain research, purchase processing, DNS configuration, hosting connection, and account setup. Client will be invoiced for the total amount (domain cost + $35 setup fee) before purchase. Client retains full ownership of the domain upon purchase.

2.4 Any optional third-party services and associated costs will be clearly outlined and approved by Client in writing before implementation.

2.5 Developer is not responsible for third-party service failures, downtime, price changes, or discontinuation of services.

2.6 Optional Domain Renewal Management Service

2.6.1 Service Description: For an annual fee of $45, Developer will provide the following domain renewal management services:

- Track Client's domain expiration date
- Send 1-2 email reminders before domain expiration (minimum 30 days advance notice)
- Process domain renewal on Client's behalf with prior authorization
- Act as point of contact for domain-related inquiries

2.6.2 Domain Ownership: Client retains full legal ownership of the domain at all times. Developer acts solely as an authorized manager with Client's permission.

2.6.3 Payment Authorization: Client may choose to:

- Keep a credit card on file for automatic annual renewal (with 30-day advance email notification), or

- Authorize payment manually each year after receiving renewal notice

2.6.4 Service Term: This service renews annually unless either party provides 30 days written notice of cancellation before the renewal date.

2.6.5 Opt-Out: This service is entirely optional. Client may manage domain renewals independently at any time by notifying Developer in writing and updating domain registrar account access.

2.6.6 Liability Limitation: Developer will use reasonable efforts to track and remind Client of renewals, but is not liable for domain expiration if Client fails to authorize renewal payment or respond to renewal notices within the specified timeframe.

3. COMPENSATION AND PAYMENT TERMS

3.1 Total fees shall be as listed in Section 1 based on the package selected by Client.

3.2 Payment Schedule:

- **Deposit:** 50% of total project fee due upon execution of this Agreement
- **Final Payment:** Remaining 50% due upon project completion and Client approval, prior to launch

3.3 Payment Methods Accepted: PayPal, Bank Transfer, CashApp

3.4 Additional Work: Features or changes outside the agreed scope will be billed at the following rates:

- Small changes: $75 per change
- Medium changes: $200 per change
- Large changes: $400+ per change (quoted separately based on complexity)

3.5 Non-Refundable Deposit: The initial 50% deposit is non-refundable once work has commenced. "Work commenced" includes time spent on discovery calls, project planning, wireframing, design drafts, or any development work.

3.6 Late Payment: Developer reserves the right to pause work on the project if payments are not received as scheduled. If final payment is not received within 14 days of project completion notification, Developer may suspend website launch and assess a $50 late fee per week until payment is received.

4. PROJECT TIMELINE

4.1 Developer will use reasonable efforts to deliver the Website by _____ (Estimated Completion Date).

4.2 Timeline may be adjusted due to delays in Client-provided content, feedback, third-party service issues, or unforeseen technical complications.

4.3 Developer will provide regular progress updates throughout the development process.

4.4 Expedited Delivery: If Client requests completion faster than the standard timeline outlined in Section 1, an expedited delivery fee of 25% of the total project cost will apply. Expedited delivery is subject to Developer's availability and must be agreed upon in writing before work begins.

4.5 Client Communication Requirements: If Client fails to provide required materials, timely feedback, or access to necessary accounts within 30 days of Developer's request, Developer reserves the right to pause or terminate the project as outlined in Section 13.3. The 30-day period begins after Developer has made at least two documented contact attempts via email.

5. CLIENT RESPONSIBILITIES

5.1 Client shall provide in a timely manner:

- All content (text, images, videos, logos, brand guidelines) necessary for the Website

- Access to domains, hosting accounts, and other required platforms

- Timely feedback on progress updates and design previews (within 5 business days of request for minor items, within 10 business days for major milestone reviews)

- Purchase and setup of domain registration and hosting services, or 100% reimbursement plus applicable setup fees if Developer purchases on Client's behalf as agreed in writing prior to signing

5.2 Client is responsible for ensuring all content provided is legally owned by Client or Client has proper rights and licenses to use such content.

5.3 Client is responsible for the accuracy of all content provided.

5.4 Response Timeframe Policy: If Client fails to respond to feedback requests or provide required materials within 30 days after two documented contact attempts by Developer, Developer may pause the project indefinitely or terminate the agreement as outlined in Section 13. All payments made to date will be retained by Developer for work completed.

5.5 Content Migration: If Client has an existing website and wishes to reuse content (text, images, blog posts), Client must notify Developer in writing before project commencement. Developer can assist with content migration for an additional fee based on the volume and platform compatibility. Migration work will be quoted separately unless otherwise agreed in writing prior to signing this Agreement.

5.6 Client understands that delays in providing materials or feedback will extend the project timeline accordingly and may result in additional charges if the project extends significantly beyond the original scope timeframe.

6. CLIENT APPROVAL AND LAUNCH

6.1 Developer will present the completed Website to Client for final review and approval before launch.

6.2 Client must provide written approval (via email or digitally signed document) explicitly authorizing Developer to launch the Website.

6.3 Once Client approves in writing and the Website is launched, the project is considered complete and the support period (Section 7) begins.

6.4 Any changes requested after launch and written approval will be subject to the post-launch support terms in Section 7.

6.5 Client has up to 5 business days from presentation to review and approve the Website. Failure to respond within this timeframe will be considered approval, and Developer may proceed with launch after sending one final confirmation email.

7. POST-LAUNCH SUPPORT

7.1 Support Period Timeline:

- **Starter Package:** 1 month of FREE support starting from launch date
- **Professional Package:** 3 months of FREE support starting from launch date
- **Custom Package:** Up to 6 months of FREE support as agreed in writing based on project scope

7.2 DURING Support Period – FREE (Included in Package Price):

- **Bug fixes:** Broken links, display issues, forms not working, mobile responsiveness problems, functionality errors

- **Small text or content updates:** Phone numbers, business hours, addresses, small copy edits, typo corrections

- **Image swaps:** Replacing existing images with new ones of the same size and format

- **Minor styling adjustments:** Small color tweaks, spacing fixes, font adjustments that maintain original design

7.3 DURING Support Period – PAID (Not Included in Package Price):

Medium Changes – $200 per change:

- Adding new sections to existing pages (testimonials, FAQs, new content blocks)

- New contact or inquiry forms

- Menu or navigation restructuring

- Gallery or portfolio additions

- Social media feed integrations

Large Changes – $400+ per change:

- New pages ($300 per page)

- E-commerce or online store functionality

- Booking systems or appointment scheduling

- Payment processing integrations

- Custom features or interactive elements

- Major design changes or restructuring

- Database integrations

Custom Complex Work: Quoted separately based on scope and complexity

7.4 AFTER Support Period Ends:

When the FREE support period expires, Client has two options:

OPTION 1 – Pay-Per-Change (Default):

- Small changes: $75 per change (text updates, image swaps, minor styling, bug fixes)

- Medium changes: $200 per change (new sections, forms, menu updates, galleries)

- Large changes: $400+ per change (new pages, features, integrations, redesigns)

- Client only pays when requesting work

- No monthly commitment required

OPTION 2 – Monthly Retainer (Optional):

- **Cost:** $150 per month (billed monthly starting when support period ends)

- **Includes:** Up to 3 small changes per month

- **Includes:** Priority support with 24-hour response time (business days)

- **Includes:** Monthly website health check and performance review

- **Medium and large changes:** Billed separately at standard rates ($200 and $400+ respectively). The monthly retainer does not include discounts on medium or large changes.

- **Rollover:** Unused small changes do not roll over to the next month

- **Cancellation:** Either party may cancel with 30 days written notice

- **Additional changes:** Small changes beyond the 3 included per month are billed at $75 each

7.5 Change Request Process:

7.5.1 Client submits change request via email with detailed description

7.5.2 Developer provides quote (if applicable) and estimated timeline within 2 business days

7.5.3 Client approves quote in writing via email

7.5.4 For paid changes outside support period, Client must provide 50% deposit before work begins

7.5.5 Developer completes work and notifies Client upon completion

7.5.6 Client pays remaining balance (if applicable) before changes go live

7.6 Support Expiration Notice:

Developer will notify Client via email 2 weeks before the support period expires, outlining the options for continued support (pay-per-change or monthly retainer). If no response is received within 14 days of the support expiration notice, the project will automatically default to the pay-per-change support structure as outlined in Section 7.4 Option 1. Client may switch to the monthly retainer option at any time by providing written notice.

8. OWNERSHIP AND INTELLECTUAL PROPERTY

8.1 Upon receipt of full payment, Client owns all rights, title, and interest in the final website design, content, and visual assets specific to the Website, excluding third-party materials, stock images, licensed assets, or Developer's proprietary tools.

8.2 Developer retains ownership of source code, templates, proprietary development tools, frameworks, and any pre-existing code or assets until full payment is received.

8.3 Client may not resell, redistribute, sublicense, or claim ownership of Developer's proprietary code, tools, frameworks, or development processes.

8.4 Developer retains the right to reuse general code structures, design patterns, and development techniques for future projects.

9. PORTFOLIO AND MARKETING RIGHTS

9.1 Developer retains the right to display the Website (or screenshots) in portfolios, marketing materials, case studies, and on Developer's website for promotional purposes.

9.2 Developer may host a public-facing version of the Website on a subdomain or demo page for demonstration purposes to prospective clients.

9.3 Developer may reference Client's name and business in marketing materials, including but not limited to "Built for [Client Name]" or similar attributions.

9.4 No confidential, proprietary, or sensitive Client information will be disclosed publicly without Client's explicit written consent.

9.5 Developer may use Client testimonials and feedback in marketing materials unless Client opts out in writing.

9.6 If Client wishes to remain confidential and not be featured in Developer's portfolio, Client must notify Developer in writing within 30 days of project completion.

10. SEO DISCLAIMER

10.1 Developer will implement industry-standard SEO best practices as outlined in the selected package (Basic SEO for Starter, Advanced SEO for Professional).

10.2 No Guarantees: Developer does not guarantee, warrant, or promise specific search engine rankings, positions, traffic volumes, or conversion rates, as these outcomes depend on numerous factors outside Developer's control.

10.3 Factors Outside Developer's Control: Search engine rankings depend on factors including but not limited to:

- Search engine algorithm changes and updates

- Competition and market saturation

- Content quality, freshness, and ongoing updates by Client

- Backlinks and domain authority

- Client's ongoing SEO efforts and content strategy

- User engagement metrics

- Geographic and demographic targeting

10.4 Client Responsibility: Client is responsible for ongoing SEO maintenance, content updates, keyword optimization, and link-building efforts after delivery unless a separate SEO maintenance agreement is in place.

10.5 SEO Services Provided: Developer's SEO services are limited to initial setup and technical implementation as defined in Section 1. Ongoing SEO performance monitoring, content marketing, keyword strategy updates, and ranking improvements are not included in the base packages unless specifically contracted separately in writing.

11. CONFIDENTIALITY

11.1 Both Parties agree to maintain confidentiality regarding proprietary information, business practices, trade secrets, and sensitive data disclosed during the course of this project.

11.2 Neither Party shall disclose confidential information to third parties without prior written consent from the disclosing Party, except as required by law.

11.3 Confidential information does not include information that:

- Is publicly available or becomes publicly available through no breach of this Agreement

- Was known to the receiving Party prior to disclosure

- Is independently developed by the receiving Party without use of confidential information

- Is rightfully received from a third party without breach of confidentiality obligations

11.4 This confidentiality obligation shall survive termination of this Agreement for a period of 2 years.

12. MAINTENANCE AND ONGOING SERVICES

12.1 Developer may provide ongoing maintenance, updates, feature development, or additional services under a separate agreement or hourly/project arrangement after project completion.

12.2 Any ongoing third-party subscription services (hosting, domains, plugins, APIs, analytics tools) are billed directly to and managed by the Client unless otherwise agreed in writing prior to signing this Agreement. If Developer purchases domains on Client's behalf, the one-time $35 setup fee outlined in Section 2.3.1 applies.

12.3 Developer is not obligated to provide maintenance or updates beyond the support period defined in Section 7 unless Client enters into a monthly retainer agreement or requests paid services.

13. TERMINATION

13.1 Either Party may terminate this Agreement with written notice to the other Party.

13.2 Termination by Client: If Client terminates this Agreement after work has commenced, the 50% deposit is non-refundable and covers Developer's time, effort, and work completed to date. Client will also be responsible for payment of any additional work completed beyond the deposit amount, calculated on a prorated basis.

13.3 Termination by Developer: Developer may terminate this Agreement if:

- Client fails to provide required materials, content, or feedback within 30 days of Developer's request (after at least two documented contact attempts)
- Client fails to make payments as scheduled
- Client engages in abusive, threatening, or unprofessional conduct toward Developer
- Client requests work that violates laws, ethical standards, or Developer's policies

13.4 Upon termination by either Party:

- Developer will deliver all completed work and assets to date

- Client will pay for all work completed up to the termination date, calculated on a prorated basis or at Developer's standard rates

- The initial 50% deposit remains non-refundable as stated in Section 3.5

- Developer retains ownership of all work until full payment for completed work is received

- Neither Party is liable for future work or obligations under this Agreement

13.5 Sections 8, 9, 10, 11, 14, 15, and 16 shall survive termination of this Agreement.

14. LIMITATION OF LIABILITY

14.1 Developer shall not be liable for indirect, incidental, special, consequential, or punitive damages arising from the use or inability to use the Website, including but not limited to lost profits, lost revenue, lost business opportunities, business interruption, or loss of data.

14.2 Developer's total aggregate liability under this Agreement shall not exceed the total amount paid by Client to Developer under this Agreement.

14.3 Client assumes full responsibility for the Website's content, functionality, legal compliance, and business outcomes after delivery and launch.

14.4 Developer is not responsible for damages resulting from:

- Third-party service failures, outages, or security breaches

- Client's misuse, modification, or alteration of the Website after delivery

- Hacking, malware, or security incidents not directly caused by Developer's negligence

- Hosting provider failures, downtime, or data loss

- Browser updates, device compatibility changes, or technology obsolescence

- Client's failure to maintain, update, or secure the Website after delivery

- Domain expiration due to Client's failure to authorize renewal or respond to renewal notices under the optional Domain Renewal Management Service

14.5 This limitation of liability shall apply to the fullest extent permitted by law.

15. WARRANTIES AND DISCLAIMERS

15.1 Developer Warranties: Developer warrants that:

- The Website will be developed using industry-standard practices and professional workmanship

- The Website will function substantially as described in the agreed scope at the time of delivery

- Developer has the right to enter into this Agreement and provide the services described

15.2 Disclaimer of Warranties: Except as expressly stated in Section 15.1, Developer makes no other warranties, express or implied, including but not limited to:

- **No warranty of error-free operation:** Developer does not warrant that the Website will be error-free, uninterrupted, or free from bugs, as all software contains potential defects

- **No warranty of compatibility:** Developer does not warrant compatibility with all future browser updates, device changes, or third-party service modifications

- **No warranty of business results:** Developer does not warrant search engine rankings, website traffic, lead generation, conversion rates, sales, or any business outcomes

- **No warranty of third-party services:** Developer does not warrant the performance, uptime, security, or continued availability of third-party services, plugins, or integrations

15.3 Technology Changes: Client acknowledges that web technologies, browsers, and devices evolve over time, and the Website may require updates or maintenance to remain compatible with future changes.

15.4 AS-IS After Delivery: After the support period expires, the Website is provided "AS-IS" unless Client enters into a maintenance agreement or requests paid updates.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles.

16.2 Any disputes, claims, or controversies arising from or relating to this Agreement shall be resolved in the courts of Cumberland County, North Carolina.

16.3 Both Parties agree to attempt good-faith negotiation and informal resolution before pursuing formal legal action or litigation.

16.4 If legal action is necessary, the prevailing Party shall be entitled to recover reasonable attorneys' fees and court costs from the non-prevailing Party.

16.5 Client agrees that any legal action must be brought within one (1) year from the date the cause of action arose, or such claim shall be forever barred.

17. ENTIRE AGREEMENT

17.1 This Agreement represents the entire understanding and agreement between the Parties and supersedes all prior agreements, communications, understandings, negotiations, or representations, whether written or oral, relating to the subject matter of this Agreement.

17.2 Any amendments, modifications, or additions to this Agreement must be made in writing and signed by both Parties to be valid and enforceable.

17.3 No verbal agreements, promises, or representations shall be binding unless incorporated into a written amendment signed by both Parties.

17.4 If there is any conflict between this Agreement and any prior communications, proposals, or drafts, this Agreement shall prevail.

18. SEVERABILITY

18.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable.

18.2 If such modification is not possible, the invalid provision shall be severed from this Agreement.

18.3 The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid, illegal, or unenforceable provision or its severance.

19. MISCELLANEOUS

19.1 Independent Contractors: The Parties are independent contractors. This Agreement does not create a partnership, joint venture, employment, or agency relationship between the Parties.

19.2 Assignment: Client may not assign, transfer, or delegate this Agreement or any rights or obligations hereunder without Developer's prior written consent. Developer may assign this Agreement to a successor entity or subcontract work as necessary.

19.3 Notices: All notices required under this Agreement shall be in writing and sent via email to the addresses provided by each Party. Notices are deemed received when sent via email with confirmation of delivery.

19.4 Digital Signatures: Digital signatures, electronic signatures, or email confirmation of acceptance are acceptable and legally binding under this Agreement. Both parties acknowledge that electronic acceptance constitutes a valid signature with the same legal effect as a handwritten signature.

19.5 Force Majeure: Neither Party shall be liable for failure to perform obligations due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, civil unrest, pandemics, internet outages, or government actions.

19.6 Waiver: Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

19.7 Headings: Section headings are for convenience only and do not affect the interpretation of this Agreement.

20. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

CLIENT:

_____

Signature

_____

Printed Name

_____

Date

WISDOMLAYERS (DEVELOPER):

_____

Signature

_____

Printed Name: Wisdom

_____

Title: Owner, WisdomLayers

_____

Date

PROJECT DETAILS

Selected Package: ☐ Starter ($1,499) ☐ Professional ($2,499) ☐ Custom ($_____)

Estimated Completion Date: _____

Total Project Fee: $_____

Deposit Amount (50%): $_____

Deposit Due Date: _____

Deposit Payment Method: ☐ PayPal ☐ Bank Transfer ☐ CashApp

Final Payment (50%): $_____

Final Payment Due: Upon completion and approval, prior to launch

Optional Domain Renewal Service: ☐ Yes ($45/year) ☐ No

Additional Notes or Custom Terms:

Both parties should retain a signed copy of this Agreement for their records.