

# **Web Developer Agreement**

## **Parties:**

The Web Developer Agreement is between Katerine Rodriguez (Client) located in 13 Zoar Street, Woodland Park, NJ, 07424 and Zaki Zughbi (Developer) on 2/\_\_/21 (date) to provided the work/services stated in the SOW (Statement of Work).

## **Confidentiality:**

During terms of this agreement and prior to its termination, any confidential information must be kept confidential unless given consent or if its disclosure is required in process of law.

Any information that is obtained before this agreement was signed, publicized through no fault of the developer, obtained through sources other than the client, and developed by the developer independently do not fall under the term "confidential information" referred above.

## **Intellectual Property:**

The Developer agrees that any intellectual property provided to him by the client is the sole property of the client. The developer will refrain from using such during and after the termination of this agreement.

The Client agrees that the developer has legal rights to all elements related to the services they will provide such as files, text, photos, videos and anything else provided to the developer. As well as not to hold the developer to any third-party claims.

The Developer agrees that the client has legal rights to all elements related to the services they will provide. As well as not to hold the client to any third-party claims.

## **Alternative Dispute Resolution:**

In the case of a dispute between parties that pertain to this agreement, shall be submitted to arbitration/mediation/negotiation (circle one) in accordance and a subject to the law of New Jersey.

## **Governing Law:**

This agreement shall be governed by and accordance to the law of New Jersey.

**Termination Rights:**

This agreement will be automatically terminated after both parties have preformed their obligations (developer obligation being SOW) and all payments have been made.

Should there be a desire to terminate this agreement prior to the completion of obligations upon both parties, the client should inform the developer and pay for all services already provided.

**Hosting:**

The developer does not provide hosting services and is not responsible for any hosting issues. Nor is he responsible for paying the hosting services or purchasing any domain names. However, the developer is obligated to provide host training for the client before the website is launched.

**Browser Functionality:**

The client must be aware that the website can be displayed slightly different to the approved initial design due to the difference in internet browsers, screen sizes and resolution within different devices. The developer holds no repressibility for any slight alters done due to these circumstances.

**Design Credit:**

The client must pay an additional \$300 fee if he/she wishes to remove credit displayed on the design by the developer. The removal of this text does not entail that the developer surrenders the design credit to other parties.

**Additions:**

Any additional services out side of the SOW is an additional service outside of the agreement that will be charged by the developer separately.

**Revisions Entitlement:**

The Client is entitled to 2 design revisions before any line of code is written. After this set number of design revisions is completed, any changes in the design will not be allowed.

Once the website is developed and tested there will be a final revision. However, this does not entail any changes in the design. This final revision is to compare the prototype design and final product only.

**Time Line:**

This project should be completed at a maximum of 8 weeks. The project will commence after receiving a non-refundable initial deposit of \$500 and all necessary assets required to start the project.

**Liability:**

The developer accepts no liability for the clients sales, revenue, success of website, success of business directly nor indirectly.

The developer accepts no liability if the client requests any foreign or third party software to be integrated into the project. The developer holds no responsibility for the projects functionality.

**The Client**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**The Developer**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

## **Statement of Work**

### **Parties:**

The Statement of Work is between Katerine Rodriguez (Client) located in 13 Zoar Street, Woodland Park, NJ, 07424 and Zaki Zughbi (Developer) on 2/\_\_/21 (date).

### **Purpose:**

To provide a modern, professional, custom website unique to the client and pulls leads to the client's business.

### **Scope of Work:**

Study, analyze and acquire data of our client and their business. Then according to the data and client's liking, create a custom designs unique to the client. Then the designs are revised and optimize for marketing. All completed designs will be then sent to be approved by the client. After approval, the development of the website will begin starting with the layout of information in HTML files. After, we incorporate the design through CSS files. Any additional functionalities required to complete the websites will be through JS files or Py files. Additional files will be added if needed, such as jpeg, png, txt, etc. Once the website is fully developed, it will be ran, tested, and uploaded to a local server. After succeeding through those tests, the client will be notified and asked for an approval. After receiving the approval, we will request certain information or access (ex. domain name). We will then alert the client of the training course that must be taken and schedule a date with him/her. Once the client is ready, we will train the client and guide him/her through the hosting process. After, the website should be be uploaded to the internet and our work would be completed. During the process the client will be notified and updated of any major changes or events that occurs.

### **Location:**

All equipment, work and meetings will be done at 131 Union Avenue, Paterson, NJ, 07502.

### **Cost and Payment:**

The Developer will charge \$2,000 for the services mentioned above as a fixed price. The payment will be divided into 4 payments, with an initial deposit of \$500 and an additional \$500 upon completion of work. The remaining balance of \$1,000 will be paid in 2 consecutive payment periods of 3 months each.

**Deliverables Scheduled:**

The intended date is March 30, 2021. However the due date can be delayed if the client does not provide necessary feed back, resources or by acts of God.

**Special Requirements:**

The client is required to have access to their domain name unless he/she wishes to obtain a new one.

**Disclaimer:**

Maintenance and updates to the website is not included in this statement therefore, it is a separate additional service cost.

**The Client**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

**The Developer**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_