BT

Bade Boy I. Tulabing
09991995650
Freelance Web Designer

https://www.facebook.com/Front-End-Web-Developer-100102858938720

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.

_____

_____

_____

_____

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

Initial Design Date: _____

Client Comment/Approval Date: _____

Final Design Date: _____

3. Payment. The Parties agree to the following Payment and Payment Terms:

Total Fee for Services: _____

Upfront Fee (Due Before Project Start Date): _____

Remaining Balance Due: _____

4. Confidentiality. During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the Designer in order for the Designer to complete the Website in its final form. The Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. The Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

5. Ownership Rights. The Client continues to own any and all proprietary information it shares with the Designer during the term of this Agreement for the purposes of the Project. The Designer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, the Client will own the final website design. While the Designer will customize the Client's Website to the Client's specifications, the Client recognizes that websites generally have a common structure and basis. The Designer continues to own any and all template
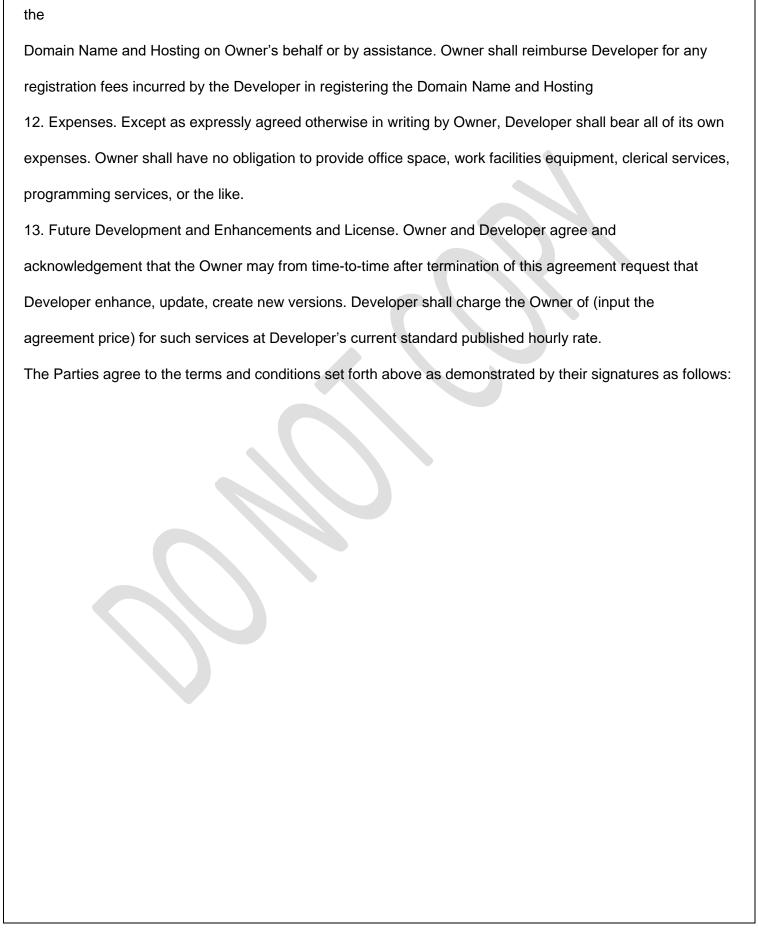
designs it may have created prior to this Agreement. The Designer will further own any template designs it may create as a result of this Agreement.

 6. Representations and Warranties. Designer. The Designer represents and warrants that he/she has the right to enter into and perform this Agreement. The Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for the Client and that such designs are not owned by anyone else to the Designer's knowledge. In the event that the Designer does not have these rights, the Designer will repay any associated damages the Client may experience or will take responsibility so that the Client does not experience any damages. Client. The Client represents and warrants that it has 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 the Designer to be included in this Website. In the event that the Client does not have these rights, the Client will repay any associated damages the Designer may experience or will take responsibility so that the Designer does not experience any damages.

7. Disclaimer of Warranties. The Designer shall create a Website for the Client's purposes and to the Client's specifications. THE DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. THE DESIGNER HAS NO RESPONSIBILITY TO THE CLIENT IF THE WEBSITE DOES NOT LEAD TO THE CLIENT'S DESIRED RESULT(S).

 8. 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. '

9. Developer's Responsibilities: Developers agrees to design and develop the website and the other instructions and materials provided by the Owner.

10: Website Design:

    1. Design. The decision of the website shall be in substantial conformity. Developer shall develop the website to project the highest professional image.

    2. Materials provided by Owner. All materials, text graphics and other content for the website to be supplied by Owner.

11. Domain Name and Hosting. The website shall have the Domain Name and Hosting designated by Owner. Owner shall register the Domain Name and Hosting or, at Owner's option. Developer shall register the

Domain Name and Hosting on Owner's behalf or by assistance. Owner shall reimburse Developer for any registration fees incurred by the Developer in registering the Domain Name and Hosting

12. Expenses. Except as expressly agreed otherwise in writing by Owner, Developer shall bear all of its own expenses. Owner shall have no obligation to provide office space, work facilities equipment, clerical services, programming services, or the like.

13. Future Development and Enhancements and License. Owner and Developer agree and acknowledgement that the Owner may from time-to-time after termination of this agreement request that Developer enhance, update, create new versions. Developer shall charge the Owner of (input the agreement price) for such services at Developer's current standard published hourly rate.

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

Designer Signed: _____

Name: _____

Date: _____

Client Signed: _____

Name: _____

Date: _____

Designer Signed: _____

Name: _____

Date: _____

Printed name and title of signatory (If owner is a business entity Printed name and title of signatory (If Developer is a business entity

Client Signed: _____

Name: _____

Date: _____

Printed name and title of signatory (If owner is a business entity Printed name and title of signatory (If Developer is a business entity