

## WEBSITE DESIGN AGREEMENT #1

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 are as follows:

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

Initial Design Date: \_\_\_\_\_

Client Comment/Approval Date: \_\_\_\_\_

Final Design Date: \_\_\_\_\_

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

4. **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: \_\_\_\_\_

5. **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 his/her personal benefit at any time, even after the Agreement is fulfilled.

6. **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.

**7. Representations and Warranties.**

Designer. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has 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 is 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 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.

**8. 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).

**9. 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.

**10. 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.

**11. 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 both in the United States and throughout Europe. 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: \_\_\_\_\_

## Website Design Agreement #2

This Website Design Agreement ("Agreement") is being made between \_\_\_\_\_ (that's "You") located at \_\_\_\_\_ and \_\_\_\_\_ (that's "We" or "Us") on \_\_\_\_\_. \_\_\_\_\_ and \_\_\_\_\_ may also be referred to as "Party" or together as the "Parties".

### 1. Services

You want a website and We can't wait to build it for You. We will provide You with the following services ("Services") in a timely and professional manner.

#### Description of the Services:

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If You decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would like to change by filling out a simple form called a "Change Order". The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. Speaking of costs...

## **2. Cost & Payment**

They say nothing good in life is free, and this is no exception.

**Total Cost of the Services:** \_\_\_\_\_

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

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

## **3. Timeline**

We know You are excited to receive your final product, and We don't want to leave You waiting. We will roll up our sleeves and get work on the agreed upon date and continue until the satisfactory completion of the Services. This means that We won't throw the towel in until the website We develop for You is performing exactly as agreed to. Here is the schedule We will follow:

**Preliminary Design:** \_\_\_\_\_

**Your Review:** \_\_\_\_\_

We want to keep You informed of the progress We are making on your website. We will share our work with You via Google Docs, Dropbox, or other file sharing service and be available to answer any questions You may have during that time.

**Your FINAL Review:** \_\_\_\_\_

Your FINAL review must include any and all feedback You have.

**Completion:** \_\_\_\_\_

We will be available for \_\_\_\_ (#) \_\_\_\_ days \_\_\_\_ weeks \_\_\_\_ months to provide You with reasonable technical support and correct any possible errors or deficiencies.

## **4. Copyright Notice**

A Copyright notice that states "© \_\_\_\_\_" will be displayed on the bottom of each page of your website.

## **5. Intellectual Property**

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files, and You will be responsible for their safekeeping. We are not required to keep copies. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

## **6. Confidentiality**

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

## **7. Assignment**

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

## **8. Termination**

We would really hate to see You go. If You decide We aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

## **9. Limitation of Liability**

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

#### **10. Dispute Resolution**

- a. Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. Mediation/Arbitration:** If talking it over doesn't go well, 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 \_\_\_\_\_, 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. Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

#### **11. Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

#### **12. Complete Contract**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

#### **13. Notices**

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

\_\_\_\_\_ **Company**

\_\_\_\_\_ **Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Email**

\_\_\_\_\_ **Customer**

\_\_\_\_\_ **Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Email**



#### **14. Let's Shake Hands**

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below. This Agreement will become effective on \_\_\_\_\_.

\_\_\_\_\_ **Customer**

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

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

Title: \_\_\_\_\_

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

\_\_\_\_\_ **Company**

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

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

Title: \_\_\_\_\_

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