## INSTRUCTIONS FOR USE

1. Change the variables in curly brackets { } with your own details
2. If you are transacting as an individual change company details to your own name as they appear on your **ID** and your **ID Number**
3. Feel Free to change and amend the contract to your liking e.g. you can add or change the exclusions.
4. I have embedded my letterhead in the word document. Feel free to copy my letterhead’s size and dimensions and amend to suit yours. The template can be downloaded from the header and footer section.
5. It is recommended that the client signs first. Here is why:
6. **Client Commitment:** Having the client sign first ensures they agree to the terms and conditions before you commit to the agreement. This protects you from situations where the client may want to renegotiate terms after you've signed.
7. **Professional Etiquette:** It’s standard business practice for the service provider to present the contract, and the client reviews and signs it to indicate their acceptance. Once the client signs, the provider countersigns to finalize the agreement.
8. **Avoiding Premature Binding:** If you sign the contract first, there is a slight risk that the client could attempt to modify the document after your signature. By signing after the client, you ensure the contract remains unchanged.

## WEBSITE MAINTENACE AGREEMENT

**{CLIENT COMPANY}**

This web maintenance agreement (the “**Agreement**”) is entered into on **{contract\_datestart}** (the “Effective Date”), by and between **{client\_company}** (“**the Client**”) and **{your\_company}**, a company incorporated in the Republic of Kenya with registration number **{company\_registration\_number}**, (“**the Service Provider**”) collectively (“**the Parties**.”)

**1. Project Description.**

The Service Provider agrees to provide website maintenance services to the Client in accordance with the selected care plan as detailed below:

**{contract\_description}**

### Exclusions

The following services are expressly excluded from the scope of this Agreement:

* SSL certificate installation
* Custom plugin updates
* Updates of cracked or nulled plugins
* Website security audits and reports
* Search Engine Optimization (SEO)
* Resolution of downtimes caused by third-party applications and APIs
* Resolution of downtimes or errors caused by the Client’s web host (for Clients not hosted by the Service Provider)
* Resolution of errors caused by users of the website other than the Service Provider
* Development of new website features and module updates (e.g., new e-commerce modules or APIs)
* Website redesign, re-alignment, or re-development resulting in more than 30% change to the web page, website, or web graphics
* CMS design or integration (e.g., blogs, shopping carts, forums)
* Integration or updates of third-party applications (e.g., Mailchimp forms, Zapier API)
* Domain, hosting, theme, or plugin purchases and/or renewals

**3. Contract Period**

The Service Provider shall render the services stipulated in this Agreement until **{contract\_dateend}** , unless terminated earlier by either Party in accordance with the terms set forth herein.

**4. Fees**

The Parties agree to the following Payment and Payment Terms:

1. **The monthly maintenance fee shall be {contract\_contract\_value}**
2. **The billing cycle shall be [yearly/quarterly/monthly]**
3. **Payments are due upfront on the first day of the billing cycle**

### ****5. Exclusivity****

During the term of this Agreement, the Client agrees that the Service Provider shall be the sole provider of maintenance services for the website. No third party shall be authorized to modify or access the website unless otherwise agreed by both Parties. If any party other than the Service Provider makes changes to the website, any resulting errors will be repaired at the Client’s expense, based on the scope of the work required.

### 6. Deadlines & Deliverables:

The Service Provider agrees to respond to maintenance requests within 24 hours on weekdays and within 48 hours on weekends. Urgent issues such as downtimes shall be addressed within 1-3 hours during business hours. All requests must be made via email or phone, and the Service Provider shall confirm receipt with estimated timelines for completion.

The Service Provider shall not be responsible for resolving downtimes caused by third-party services or web hosts. All reasonable efforts will be made to meet the agreed-upon deadlines for maintenance deliverables. In the event of any delays, the Client will be notified promptly.

### 7. Additional Services:

Any requests for revisions, additions, or redesigns that fall outside the scope of this Agreement will be considered “additional” services and will require a separate agreement and payment. The Service Provider will notify the Client if requested work falls outside the specified maintenance services.

### 8. Authorization:

The Client hereby grants the Service Provider access to their website’s back-end and web hosting account, including active usernames and passwords, ensuring that the Service Provider has the necessary “write permissions” to perform the services described herein.

### 9. Confidentiality.

The Service Provider acknowledges that during the course of this Agreement, they may have access to proprietary information belonging to the Client. The Service Provider agrees not to disclose such proprietary information to third parties and will not use it for personal gain, unless required by law. This confidentiality obligation shall continue even after the termination of this Agreement.

### 10. Termination

### This Agreement may be terminated by either Party at any time upon 14 days written notice.

### If the Client terminates the Agreement during the maintenance period, the Service Provider shall not provide any refunds.

### If the Service Provider terminates the Agreement during the maintenance period, the Service Provider shall refund any unearned maintenance fees to the Client.

### 11. Ownership & Liability Rights.

The Client retains ownership of all proprietary content related to the website. The Service Provider shall not be liable for any loss of revenue, profits, or anticipated profits arising from the Client’s use of the website.

### 12. Miscellaneous.

This Agreement is legal and binding between the Parties as stated above and is governed by the laws of the Republic of Kenya. Any modifications to this Agreement must be made in writing and signed by both Parties.

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

### The Service Provider Representative

Name: **{your\_name}**

Date: **{contract\_datestart}**

**Signature:**

### The Client Representative

**Name:**

**Email:**

**Date:**

**Signature:**