**Digital Wave Designs**

This Website Design Agreement (the “Agreement”) is entered into \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Effective Start Date”), by and between to be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Effective Delivery Date”) to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Client”) who is hiring \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Designer”), collectively “the Parties.”

1. **Project Description**. The Client wishes to hire the Designer to create a Website. The specific requirements and the details as stated by the Client are as follows:
2. **Schedule (Optional).** The Parties agree to the following schedule:

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

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

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

1. **Revisions** - Client shall be entitled to 3 free revisions. Any revisions beyond 3 will be chargeable at a rate of $50 per revision.
2. **Payment** – The Parties agree to the following Payment and Payment Terms:

Total Fee for Services:

Half Upfront Fee (Due effective today at the signing of this agreement):

**Remaining Balance Due:**

1. **Confidentiality** – During the course of this agreement, it may be necessary for the Client to share proprietary information (images, 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.
2. **Ownership Rights** – The Client continues to own Ownership Rights to 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 many 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 many have created prior to this agreement. The Designer will further own any template designs it may create as a result of this agreement.
3. 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.

1. 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).
2. 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.
3. 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.
4. 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:

**Designer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

**NEW DELIVERY DATE:**

**Designer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Client Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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