

# Web Design Contract

## Agreement

This web design agreement is made between [client name] situated at [client address] and [business name] situated/registered at [insert address], on [date].

## Right to Enter Into Agreement

The **Client** hereby warrants and represents that they have full right to enter into the **Agreement** on behalf of their company or organization.

## Definitions

The following terms are used frequently within the rest of the agreement, so they are being defined here.

**"Agreement"** means this document and any modifications to it as allowed under the Terms of Agreement.

**"Client"** means [client name] located at [insert address].

**"Consultant"** means [business name] registered at [insert address].

**"Parties"** means Client and Consultant, collectively.

**"Business Day"** means normal business hours of 9m to 5pm EST/EDT Mondays through Fridays, exclusive of public holidays.

**“Calendar Day”** means all days in a calendar year, including weekends and holidays.

**“Project”** means the design and development of a website described in the **Scope of Work** either contained herein or in any appendices attached hereto.

**“Deliverables”** means the completed and developed website as described in the **Scope of Work** and all files, documents, graphics, photos, designs, logos, trademarks, service marks, artwork, videos and/or any other information either created or procured for the **Project**.

**“Migration”** means the transfer of completed and developed website from the **Consultant’s** local environment to the **Client’s** production, or hosted, environment.

## **Responsibilities of Consultant**

The **Consultant** affirms the prerequisite experience and ability to perform the requested services.

The **Consultant** will carry out the **Project** in a professional and timely manner.

The **Consultant** will regularly update the **Client** on the **Project’s** progress at reasonable intervals and respond to **Client** communications in a timely fashion.

The **Consultant** understands that the **Client** may share some non-public, sensitive business information to **Consultant** while working on the Project. The **Consultant** agrees to keep this information confidential and not disclose it to any outside parties.

## Responsibilities of Client

The **Client** will have registered or will register the website's domain name(s) at **Client's** expense.

The **Client** will have secured or will secure the website's hosting at **Client's** expense.

The **Client** will provide the **Consultant** with all necessary credentials to access domain names and website hosting as required to complete the **Project**.

The **Client** will provide the **Consultant** all text, graphics, photos, designs, logos, trademarks, service marks, artwork, videos and/or any other information required for the completion of the **Project**.

The **Client** will provide the **Consultant** all required items as requested and in the format requested.

The Client hereby agrees to provide all feedback and approvals in a timely fashion as set forth in the **Scope of Work**.

## Browser Compatibility

All of our websites are tested for functionality on current Safari, Chrome, Firefox internet browsers. We do not guarantee that your website will look exactly the same on every screen, and may appear differently due to varying screen resolutions and aspect ratios.

\_\_\_\_\_ (Client Initial)

## Additions

Additional feature requests, changes in tasks, changes in deliverables or any scope modifications, beyond what was agreed and signed off on in the original **Scope of Work**, additional billable time will be incurred to you as the **Client** at our hourly rate of \$130.

\_\_\_\_\_ (Client Initial)

## Revisions

At any stage of review, **Client** will provide a listing of any desired changes to **Project** design and confirm such changes on a Change Order form.

The total number of revisions for the Project shall be two(2).

Additional revisions beyond what is included, or that exceed the allocated time, you will receive an email notification from us requesting a confirmation that you wish to proceed with said revisions and agree that additional billable time will be incurred to you as the **Client** at our hourly rate of \$130.

After we have received confirmation in writing we will proceed.

The **Consultant** cannot be held responsible for missed website launch date or deadline if **Client** has not provided all content and/or revisions on time.

\_\_\_\_\_ (Client Initial)

## Allowances

The **Client** is responsible for the cost of any outside paid assets. This is included but not limited to hosting, domains, TLS/SSL certificates, third party software or plugins, stock images, and premium fonts. In addition, the **Consultant** cannot be held liable for the functionality of third party software or plugins, recommended or otherwise.

\_\_\_\_\_ (Client Initial)

## Delays

**Consultant** will promptly give written notice in the event that **Consultant** reasonably expects any delay in completing any aspect of the **Project**.

**Client** acknowledges and agrees that **Consultant's** ability to meet deadlines depends upon **Client's** prompt performance of its obligations to provide materials and approvals and that any delays in **Client's** performance or changes in the Services requested by **Client** may delay delivery of the **Deliverables**.

Any such delays caused by **Client** shall not constitute a breach of **Consultant's** obligations under this **Agreement**.

\_\_\_\_\_ (Client Initial)

## Abandonment

Abandonment shall constitute a period of ten(10) business days lack of communication or without project approval on the part of the **Client** either electronically, by phone or in person, during any part of the **Project**.

At the end of this period, the **Consultant** may opt to terminate this agreement.

The **Client** acknowledges that, if an abandoned project is reopened, a new **Scope of Work**, timeline and fee structure will apply.

## Cancellation

If a project is cancelled or postponed, all monies paid are retained by the **Consultant** and if applicable, a fee for all work completed beyond what was already paid for shall be paid by the **Client**.

\_\_\_\_\_ (Client Initial)

## Rights Granted

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### Client Content

All Proprietary Information and all creative content provided by **Client** to Consultant for incorporation in the **Deliverables** ("**Client Content**") shall remain the sole property of **Client** and its assigns, and **Client** and its assigns shall be the sole owner of all trade secrets, patents, copyrights, and other rights in connection therewith. **Client** hereby grants to **Consultant** a nonexclusive,

nontransferable license to use, reproduce, modify, display and publish the **Client Content** solely in connection with Consultant's performance of the Services.

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## **Consultant Creative Content**

For the purposes of this Agreement, "Consultant Creative Content" shall mean all creative content developed by **Consultant**, or commissioned by Consultant exclusively for the **Project**, and incorporated in the **Deliverables**, including without limitation all visual elements, graphic design, illustration, photography, animation, sounds, typographic treatments and text, and all modifications to **Client Content** developed by **Consultant**.

**Consultant** hereby grants to **Client** the exclusive, perpetual and worldwide right to use, reproduce, modify, and display the **Consultant Creative Content** solely in connection with the **Project**. As defined and used herein and throughout this **Agreement**, **Consultant Creative Content** specifically excludes all **Consultant Tools** (defined below).

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## **Consultant Tools**

All design tools developed and utilized by **Consultant** in performing the Services, including without limitation pre-existing and newly developed web authoring tools, application tools and other software, and general non-copyrightable concepts such as website architecture, layout, navigational and functional elements (collectively, "**Consultant Tools**"), shall be owned solely by **Consultant**.

**Consultant** hereby grants to **Client** a nonexclusive, nontransferable (other than the right to sublicense such uses to **Client's** web hosting or Internet service

providers), perpetual, worldwide license to use, display, and modify the **Consultant Tools** solely in connection with the **Client’s** website.

Any grant of rights is conditional upon receipt of full payment. Upon receipt of full payment, **Consultant** shall deliver digital files necessary to enable **Client’s** usage rights granted herein. **Consultant** retains the rights to display all work created by **Consultant** for this project, including preliminary designs and final **Deliverables**, in **Consultant’s** portfolios, including in print and online, and to submit such work to design periodicals and competitions, provided that no confidential information is revealed thereby.

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### Third Party Materials

**Third Party Materials** which are incorporated into the **Deliverables**, including without limitation standardized application tools, web authoring tools and other software, and stock photography (collectively, “**Third Party Materials**”) shall be owned by the respective third parties.

### Payment Schedule

We’re sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we’re also sure you’ll want to stay friends, you agree to stick tight to the following payment schedule.

Initial Payment - [date]	
Final Installment - [date]	
Project Total	0



Invoices will be issued electronically.

Our payment terms are 15 **Calendar Days** from the date of invoice via debit/ credit card or the SWIFT international payments system. All proposals are quoted in USD and payments will be made at the equivalent conversion rate at the date the transfer is made.

**Client** agrees to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice.

We reserve the right to charge interest on all overdue debts at the rate of 1.5% per month or part of a month.

## **Legal Provisions**

Neither of the **Parties** may transfer this contract to anyone else without the other's permission.

The **Parties** agree that they shall adhere to all relevant laws and regulations in relation to their activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

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[client representative]

[client representative title]

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[business representative]

[business representative title]