

Website Development Services Agreement

This website development services agreement is intended as a legally binding agreement between Lee Morgan (developer) and <Client Name> (client), collectively known as the “Parties”.

Client agrees to allow the above developer to create, develop, test and/or host a website according to the above-mentioned scope of work. Developer is interested in undertaking the work and client and developer mutually desire to set and agree to the following terms and conditions as listed.

**Scope of Work**

Development

Development of website for client will consist of:

1. Here will be listed all of the requirements from client to be included in the website.
2. For this example we will assume a simple 3-page website.

Hosting

1. Website will be hosted by the developer and will require no further action from the client.
2. Website will remain online and accessible on the World Wide Web at all times unless for scheduled maintenance.
3. Client will be notified by developer of any scheduled maintenance. Client shall be notified of scheduled maintenance no fewer than 24 hours before the site is offline.
4. Scheduled maintenance will total no more than 8 hours within a single calendar month and developer will make every effort to keep any scheduled maintenance outside of crucial business hours.

**Price**

Development

The price of development of the website for the client shall include the following:

* This is just an example of prices
* $500: Home/landing page of website
* $200: Further 2 pages included on the website

Total price of development is $700. Payment on the full price of development is expected upon completion of the requirements, unless a payment plan is agreed upon.

Once payment from the client has been received (or payment plan agreed upon), the full website will appear online within 24 hours.

Client will also be entitled to all code used for the hosting of the website once full payment has been received for development. Developer will make the code available to the client at any time. If a payment plan has been agreed upon, then code will be made available to client once the payment plan is completed and all development costs have been paid.

Hosting

* This, again, is just an example of hosting prices
* $50 monthly: Hosting of home/landing page
* $10 monthly: Hosting of further 2 pages on website

Total price for hosting is $60 monthly, to be paid on the first of the month, to cover costs for that specific month.

The first payment of $60 is expected on <Month> 1, <Year> to cover expenses for <Month>.

Further payments will be expected on the first of every month going forward so long as hosting services are required.

**Payment Plan**

This section indicates that the parties have come to an agreement on a payment plan for the cost of development. The details are as follows:

* Again, this is just an example
* The full development cost of $700 will be split over the course of 10 months.
* This is a cost of $70 per month
* This will be added to the regular payment of $60 per month for a total of $130 per month until the development cost is fully paid off.
* This payment will be received from <Month>, <Year> until <Month + 10>, <Year>
* Upon completion of the payment plan, costs will return to just hosting costs and all code for the website will be made available to the client.
* Payment plan will include 0 interest or extra fees

**Termination**

Development

In the event that the client wishes to terminate development after the signing of this contract, then a penalty of 50% of the cost of development will be applied.

Hosting

So long as the development costs are fully paid, client may end hosting services at any time. Refunds on already received payments will not be issued.

If the parties have agreed to a payment plan, then hosting cannot be terminated until the full cost of development has been paid.

In the even of non-payment, (payment received more than 30 days late), the site will be removed hosting services.