

YOUR BUSINESS LOGO HERE

Web Site Design and Development Agreement

This document includes explanations in red to better explain the pieces of this agreement. This agreement can be modified to meet your needs but gives you a good idea of what should be included.

My goal is to ensure you, the Client, is delighted with my service. One way I accomplish this is by making sure both parties have a clear understanding of what is to be expected. This agreement outlines both what you as the Client can expect from me and what I as the Service Company can expect from you.

This helps client's take some ownership in the process and demonstrates that you're trying to make this a partnership to deliver the work they're looking for.

Description of Work

The purpose of this project is to create a professional, modern and user-friendly website for *Client Business Name*. This will be achieved with the work as outlined below:

Web Design & Development

This is a critical section to your success. You'll want to list absolutely all tasks and features here, no matter how small. This will one, demonstrate to the client that you understand their needs and are on the same page and two, have a document to refer back to when the client says "I thought you were going to add feature x, y or z..."

The new *Client Business Name* website design and development package will include the following:

- A design template that reflects the work of *Client Business Name*.
- A Content Management System (WordPress) to update content without knowledge of web coding. The Content Management System will allow you to:
 - Add/Delete/Edit text and images within the content pages (and blog posts)
 - Add/Delete/Edit menus and submenus
 - Add/Delete/Edit content pages
 - Update the items on your sidebar
- Photo Gallery for displaying images of events, etc. The photo gallery will allow you to:
 - Add/Delete/Edit images
 - Create and display new galleries
- Set-up of up to 10 pages of content
- A contact form
- A newsletter sign-up box to collect customer email addresses (using 'Aweber/MailChimp/Other service)

- Social media sharing icons displayed on pages and posts (if desired)
- Search Engine Optimization (SEO) friendly pages
- Google Analytics Integration (free website statistics)
- Phone training to learn how to use the Content Management System to make changes to the site
- Written instructions for using the Content Management System

Any work not described above will be quoted separately.

The above sentence is also very important. You want to make sure they agree that they have to pay if they decide to add to the project after you've already started.

Timeline

The project as described above in the description of work will be completed within 7 to 10 days assuming the Client is available to provide feedback to the Service Company on a daily basis. Each day the Client is unavailable to provide feedback may push the project completion date back by one day. Failure to submit required information or materials as outlined below may cause delays in the production. Please provide additional time for client feedback.

Your Business Name will provide support for fixing website bugs (not caused by the client) and answering questions related to how to use the new website for 30 days after website launch at no additional cost.

The timeline section is important for four reasons:

- 1) You identify how long it will take you to complete the project
- 2) You let the client know they must make themselves available during the project for questions and feedback or the completion date will be delayed
- 3) You have the opportunity to overdeliver by telling the client you will complete the website in 'X' number of days / weeks and quietly aim for a sooner date so they will be thrilled when you deliver early. This helps with repeat work down the road and referrals to colleagues.
- 4) Clients occasionally mess up their websites some how or they find things wrong (that were not their fault). If you don't have the last paragraph in your contract, it can make it hard to decide when to charge and when not to charge when they come back to you. Personally, I prefer a client to begin testing their site immediately as bugs can happen anytime. If a client comes back to me after 3 months with a bug, they are already expecting to pay for me to fix it. Without this line, I've had clients want it done for free.

Needed Materials

Perhaps the biggest thing you can do to ensure you finish your project on time, get paid on time, and eliminates the likelihood of clients requesting new features and changes due to the project taking longer than expected.

The following is a list of needed materials in order to start the project:

- List of 3 or more sample websites with what you like and dislike about the site (navigation, layout, color scheme, etc.)
- High resolution logo
- All content to be included on site pages (including blog posts)
- Menu items (home, about us, services, programs, contact us, etc.) and submenu items
- Any images to be used in the design of the website, if any
- All images for the photo gallery and list of categories for photo gallery
- Newsletter information
- Google Analytics account information (if currently in use)
- FTP & hosting account information (if the client does have a hosting account, offer to set it up for them and use an affiliate account to generate additional revenue)

Payment Terms

Web Design and Development as described above..... \$ X,XXX

A 25% deposit for the web design and development work of \$XXX is due at the start of the project. The remaining balance of \$XXX is due immediately upon website completion and upload to the Client's server.

Charging an upfront deposit (even a small one) is a good idea for several reasons:

1. It separates the serious clients from not serious ones
2. It helps make sure you'll get the remaining payment at the end of the project
3. It helps get the client more serious about and more involved in the process

This quote is guaranteed until MM/DD/YY.

Adding a small note about how long you'll honor the quote is a good idea for two reasons:

1. It creates urgency
2. It will help you increase the price when a client returns a year later and tells you they are ready to begin the project. This has happened to me a few times where clients have returned a year later to my surprise telling me they are ready to begin. By that time I have changed my pricing and had to decide whether to raise the price and potentially lose the work or work at a lower price than what I want to.

Fees & Additional Services

Any work which is not specified in the description of work above will be considered an additional service and will require a separate agreement and payment from what is included in this agreement. Excessive change requests will be charged separately at the hourly rate of \$XX.

This is written loosely allowing you to permit some small changes while reminding the client that additional changes will be billed for. Almost all clients will ask for some small changes and I always plan to complete a couple for them to keep them happy while letting them know I have to bill for additional features / tasks. 99% of the time they are more than happy with that arrangement.

Authorization

The Client, *Client Business Name*, is engaging *Your Business Name* as the Service Company to develop a website that is to be installed on the Client's server upon completion. The Client hereby authorizes the Service Company to access this account for the purposes of developing and maintaining the website to be created.

Confidentiality

The Client and Service Company may disclose confidential information one to the other to facilitate work under this Agreement. Such information shall be so identified in writing at the time of its transmittal, and shall be safeguarded and not disclosed to third parties by the receiving party.

Permissions and Releases

The Client agrees to indemnify and hold harmless the Service Company against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

The above three sections protect you from any issues that can arise through no fault of your own. Especially when clients request you use certain images, you want to make sure they own the images. This paragraph will protect you if they do provide you with images they don't have the rights to.

Termination

Either party may terminate this Agreement by giving 30 days written notice to the other of such termination. In the event that Work is postponed or terminated at the request of the Client, the Service Company shall have the right to bill pro rata for work completed through the date of that request, while reserving all rights under this Agreement. If additional payment is due, this shall be payable within thirty days of the Client's written notification to stop work. In the event of termination, the Service Company shall own all rights to the Work. The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

In all my years of doing things as I've presented in these documents and on this site, I've never had a client terminate a contract. The only times this has ever happened is when a contract was not in place

and I did not stay on top of the client like I advise here. In the event a termination happens, this is important to ensure you still receive payment.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client: _____ Date: _____
(Signature)

(Print Name)

Your Business Name: _____ Date: _____
(Signature)

(Print Name)

After the client signs the agreement and sends it back to you, make sure to sign it and give them a copy for their records to refer back to. You never want to have a disagreement and them not have the contract available to them.