Website Development Services Agreement

This website development services agreement is intended as a legally binding agreement between [Sender.Name] (Developer) and [Client.Name] (Client), collectively known as the "Parties".

Client has agreed to allow the above developer to create, develop, test, and host a website according to the above-mentioned scope of work.

Developer is interested in undertaking such work; and Client and developer mutually desire to set and agree to the following terms and conditions as listed.

Scope of Work

The specific deliverables and project requirements shall be governed by the Scope of Work document which shall be reviewed and approved by the Parties as a document separate from this website development services agreement.

Developer Requirements

Client hereby retains the services of Developer to design, develop and host a website and Necessary additional items as listed in accordance with the proposal submitted by Developer to Client and signed on [Proposal.Date].

Changes to this Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place.

Developer agrees to notify company if any risks or schedule delays may take place effecting delivery dates and presentation of the final website.

Developer agrees to personally present said website on [Presentation.Date] at a location suitable to both Parties for final approval and acceptance by Client.

Client shall provide Developer with appropriate space and resoruces for such presentation to

take place.

Developer shall provide all necessary computers and staff to effectively achieve such Presentation.

Web Hosting

Developer shall provide website hosting services for the Client's website once development is complete. Hosting shall be a shared hosting environment with a minimum of 99.9% server uptime.

Developer is in agreement to maintain a copy of the client's website on an offline server as a backup to the live site.

Any and all modifications are expected to be completed within [Number.Days] business days of developers' acknowledgment depending on level of repair or maintenance request.

Developer agrees to provide reasonable access to any parties authorized by the Client for purposes of website audits, updates, or modifications.

Design

Developer agrees to attain design approval from the Client prior to beginning development by submitting detailed design mockups for Client review.

Client's website will not include any of the following unless previously agreed upon between both parties.
1. Any destructive, crude, insulting, harassing, violent,sexual,or any other inappropriate
2. Any and invisible fields or pages.

All materials to be supplied by client must be provided with compatible file types and sizes.

Until final approval, no portions of above site will be made available to end users without the correct password and username combination.

Upon completion and approval of its final Web Site, or upon termination of this Agreement,

whichever occurs earlier, the Developer shall deliver any and all materials developed in the course of its performance under this Agreement and any other items deemed necessary for the operation of [Website.Name].

Documentation shall be delivered in either printed or electronic format as agreed upon by both parties. If code is delivered in electronic format, any and all files shall be provided in compatible file formats.

The Developer agrees they shall maintain website back-ups and one set of the final materials provided for a term up to [Backup.Term]

If this Agreement is terminated prematurely or after the agreed backup term, Developer will destroy any and all copies, files, and documents related to this website development services agreement.

Pricing

This website development services agreement shall be invoiced on a time-and-materials basis. The Developer shall deliver an invoice every 30 days which details all hours and additional costs that the Client is responsible for. Client agrees to pay each invoice within 30 days of receipt from the Developer.

Termination

Client may terminate this website development services agreement at any time by providing written notice via email or certified mail to the Developer.

Developer may cancel this agreement in the same manner if necessary.

In the event that this website development services agreement is cancelled by either party, the Developer shall issue a final invoice for any unbilled time or materials. The Client agrees to pay the final invoice according to the terms of this website development services agreement.

Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of [Sender.State], [Sender.Country]. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be considered final and binding on both parties.

Acceptance

By signing below, the Parties hereby enter into a binding website development services agreement with one another.

[Sender.Company]	[Client.Company]
Signed By: [Sender.FirstName] [Sender.LastName]	**Signed By:** [Client.FirstName] [Client.LastName]

_____

Date:

_____

Date: