**Website Development and Maintenance Agreement**

**This Agreement** ("Agreement") is entered into as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between:

**Developer**: Spencer Wozniak, located at:

1080 8th Avenue

Unit 1020

San Diego, CA 92101

**Client**: [Client's Name], located at:

[Client's Address line 1]

[Client's Address line 2]

[Client's Address line 3]

**Background**

The Client desires to hire the Developer to develop and maintain a website for the Client, and the Developer agrees to provide these services under the terms and conditions set forth in this Agreement.

**1. Scope of Work**

1.1 **Website Development**

The Developer agrees to design, develop, and deliver a website for the Client, according to the specifications outlined in Exhibit A (attached). The Developer will provide the following deliverables:

[List of Deliverables].

The expected timeline for completion is [Timeline].

1.2 **Ongoing Maintenance**

The Developer agrees to provide ongoing website maintenance services, including but not limited to updates, security monitoring, backups, and content changes, as detailed in Exhibit B (attached).

**2. Pricing and Payment Terms**

2.1 **Development Fee**

The Client agrees to pay the Developer a one-time fee of **$[Amount]** for the initial development of the website. Payment shall be made as follows:

**[Payment Schedule, e.g., 50% upfront, 50% upon completion].**

2.2 **Maintenance Fee**

The Client agrees to pay the Developer a recurring maintenance fee of $[Amount] per [Month/Quarter/Year], payable on the [Date] of each [Month/Quarter/Year].

**3. Transition to a New Developer**

3.1 **Transition Plan**

The Developer may transition ongoing maintenance responsibilities to Brady Wozniak within [Notice Period, e.g., 60 days] upon mutual agreement. The Developer will ensure that Brady Wozniak is fully trained and prepared to assume all duties.

**4. Duration and Termination**

4.1 **Term**

This Agreement shall commence on [Start Date] and continue for [Initial Term, e.g., 12 months], unless terminated earlier in accordance with this Agreement. The Agreement may be renewed for additional terms upon mutual agreement.

4.2 **Termination**

Either party may terminate this Agreement with [Notice Period, e.g., 30 days] written notice. Upon termination, the Developer will provide the Client with all completed work and any necessary documentation.

**5. Communication and Support**

5.1 **Response Time**

The Developer will respond to maintenance requests within [Response Time, e.g., 24 hours] during regular business hours.

* Available X hours per month (if they need you, you will be right there [on call])

5.2 **Communication Channels**

The Developer will be available for support via email at [wozzi1@gmail.com](mailto:wozzi1@gmail.com) or phone at 586-522-6021. All requests should be made through these channels.

**6. Liability and Warranty**

6.1 **Warranty**

The Developer warrants that the website will be free from defects for a period of [Warranty Period, e.g., 90 days] following the final delivery. During this period, the Developer will fix any issues at no additional cost.

6.2 **Limitation of Liability**

The Developer's liability for any claims arising under this Agreement shall be limited to the fees paid by the Client for the services provided. The Developer shall not be liable for any indirect, incidental, or consequential damages.

**7. Miscellaneous**

7.1 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7.2 **Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

7.3 **Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first above written.

**Developer:**

Spencer Wozniak

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Client:**

[Client's Name]

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Exhibit A: Website Development Specifications**

**1. Project Overview:**

* **Project Name:** [Project Name]
* **Objective:** Develop a modern, responsive, and user-friendly website for [Client’s Company] to enhance their online presence and provide a seamless user experience.

**2. Website Features and Functionality:**

* **Home Page:** A visually appealing landing page with a hero section, company overview, and key offerings.
* **About Us Page:** A page detailing the company’s history, mission, team, and values.
* **Services Page:** A detailed list of services offered by the company, with descriptions and images.
* **Contact Us Page:** A contact form with fields for name, email, phone number, and message, integrated with the company’s email system.
* **Blog/News Page:** A section for publishing company news, updates, and blog posts.
* **E-commerce Functionality:** (If applicable) Integration of a shopping cart, product catalog, and payment gateway.
* **User Account System:** (If applicable) User registration, login, and profile management.
* **Responsive Design:** The website will be fully responsive, ensuring compatibility across desktop, tablet, and mobile devices.
* **SEO Optimization:** Basic on-page SEO optimization, including meta tags, alt text for images, and keyword integration.
* **Security Features:** Implementation of SSL certificates, secure login, and basic security measures to protect user data.
* **Analytics Integration:** Integration with Google Analytics for tracking website traffic and user behavior.

**3. Design Elements:**

* **Color Scheme:** [Specify primary and secondary colors]
* **Typography:** [Specify fonts to be used]
* **Branding:** Incorporate existing brand elements such as logos and taglines.
* **Wireframes:** Initial wireframes will be provided for approval before moving to the design phase.

**4. Content Management System (CMS):**

* **CMS Platform:** [e.g., WordPress, Custom CMS]
* **User Training:** Training session on how to use the CMS, including content updates and basic troubleshooting.

**5. Development Timeline:**

* **Kickoff Meeting:** [Date]
* **Design Phase:** [Start Date] – [End Date]
* **Development Phase:** [Start Date] – [End Date]
* **Testing and Revisions:** [Start Date] – [End Date]
* **Final Delivery:** [Date]

**6. Deliverables:**

* Fully functional website
* All source code and documentation
* User training documentation

**Exhibit B: Maintenance Services**

**1. Scope of Maintenance Services:**

**1.1 Regular Updates:**

* **Content Updates:** Periodic updates to text, images, and other content as requested by the Client.
* **Software Updates:** Regular updates to the website’s CMS, plugins, and other software components to ensure they are up-to-date and secure.

**1.2 Security Monitoring:**

* **Security Patching:** Implementation of security patches as they become available to protect the website from vulnerabilities.
* **SSL Certificate Management:** Regular monitoring and renewal of SSL certificates.
* **Backup Services:** Weekly backups of the website’s content and database to ensure that the site can be restored in case of data loss.

**1.3 Performance Monitoring:**

* **Uptime Monitoring:** Continuous monitoring of the website’s uptime and performance.
* **Speed Optimization:** Regular checks and optimizations to ensure fast load times and smooth performance.
* **Error Fixing:** Immediate attention to fix any errors or bugs that affect the website’s functionality.

**1.4 Technical Support:**

* **Help Desk:** Access to support via email or phone for technical issues, questions, or concerns.
* **Response Time:** Commitment to responding to support requests within [Response Time, e.g., 24 hours].

**2. Optional Services:**

* **SEO Optimization:** Ongoing SEO support, including keyword optimization, content recommendations, and performance tracking.
* **Content Creation:** Assistance with creating new content, such as blog posts, articles, or new pages.
* **Custom Development:** Implementation of new features or modifications beyond the scope of regular maintenance, billed separately.

**3. Maintenance Schedule:**

* **Weekly Updates:** [Specify tasks like backups, security checks, content updates]
* **Monthly Reviews:** [Specify tasks like performance audits, SEO reviews, full site backup]
* **Quarterly Reporting:** Detailed reports on website performance, security status, and recommended improvements.

**4. Client Responsibilities:**

* **Content Provision:** The Client is responsible for providing any new content (text, images, etc.) that they wish to be added to the website.
* **Access:** The Client will provide the Developer with all necessary access to the website’s backend and hosting environment.

**5. Additional Costs:**

* **Extra Work:** Any work beyond the defined scope of this maintenance agreement will be billed at a rate of $[Hourly Rate].
* **Third-Party Services:** Costs associated with third-party services (e.g., premium plugins, hosting) will be billed directly to the Client.