

Website Design Contract Between

Address: Website of client: _____
_____:

&

Website Designer

Having its Principal Place of Business at

Website Designer 2006

In consideration of _____ retaining **Website Designer** to design or redesign, and/or build and/or maintain a website for _____, it is agreed as follows:

1. Compensation and Term

The above named Client retains Website Designer, and Website Designer agrees to perform the following services: designing or redesigning, and/or building, and/or maintaining a website for Client according to *specifications agreed upon, and detailed at the bottom of this contract, between Website Designer and Client.

Term shall be until the agreed upon website work is completed within the time frame specified.
Date to begin work: _____ Date work is to be completed by: _____

Client is solely responsible for supplying website content, authoring, organization, images in file format unless Website Designer is hired specifically for this purpose and it is stated in the agreed upon specifications. If Website Designer does not receive all text and graphics necessary to complete the work within 30 days from the date of contract the balance of payment may become due and payable upon request. Any products or services not specified in this contract are not required of Website Designer.

The following fees shall apply:

A fee in the amount of \$_____ to complete the agreed upon work. The fee shall be due and payable when work is completed and shall be received after the website is uploaded to its final destination. This fee does not include: the cost of domain registration, hosting set up fee, or hosting.

Maintenance, if included in this contract, shall be on a monthly basis, with a minimum of \$_____ in any month where updating is necessary. Fees will be assessed on an hourly basis at \$____. No fee will be charged in a month where no updating is necessary. Search engine optimisation, beyond the basic submission included herein shall be contracted on the same basis as maintenance.

Website Designer agrees to complete this project within the estimated budget, unless client requires additional work or services not agreed upon, or if client requires multiple design drafts or repeated changes, which would significantly increase work required of Website Designer. Website Designer will not charge any fees in addition to those specified in this contract without first consulting the client and reaching an agreement regarding this. If it becomes necessary for Website Designer to bring legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above, and shall remain in effect until all obligations under this Agreement have been properly completed.

2. Warranties by Website Designer

Website Designer represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional and competent manner; that it has the power to enter into and perform this Agreement. However, Client will not determine or exercise control as to general procedures, formats or sub-contracting necessary to have these services meet Client's satisfaction.

3. Independent Contractor

Website Designer acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. It is expressly understood that this undertaking is not a joint venture.

4. Confidentiality

Website Designer recognizes and acknowledges that this Agreement creates a confidential relationship between Website Designer and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information."

5. Non-Disclosure

Website Designer agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client.

6. Grant

Client agrees that copyrights to Website Designer's work product produced in the performance of this Agreement shall remain the exclusive property of Website Designer, and that it will not sell, transfer, publish, disclose or otherwise make the work product available to third parties without Website Designer's prior written consent. Any rights granted to Client under this Agreement shall not affect Website Designer's exclusive ownership of the work copyright.

7. Website Designer agrees to design, build, install, and/or maintain a website for Client according to agreed upon specifications below, including validated HTML, link check, custom graphics, header or logo as specified, all pages and links necessary to display products and/or services of client. Website Designer shall also prepare the site for search engine submission, which shall include analysis of text for keyword content, alt tags for images, preparation and installation of keyword and content meta tags, and submission to the major free submission search engines. Website Designer does not guarantee listings on search engines as they alone determine whom they will list and who they will not. Website Designer will provide two months of minor changes and/or updates and up to two hours of consultation. Travel expenses and photographic expenses are inclusive of the quoted cost. This work shall be completed for the above stated fee.

***Specifications agreed upon** (To be stated on an individual basis).

Design Outcomes:

New website which will include a:

- **Home/Welcome/Start Page**
 - **Services Page**
 - **Product Page**
 - **Qualifications Page**
 - **Contact Page**
 - **Company Info Page**
 - **Work Experience/Testimonial Page**
 - **Photo Gallery Page**
 - **Partners Page/Resources/Links Page**
 - **Terms & Conditions/Legal/Privacy Page**
 - **Sitemap**
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- Photos to be supplied where available/possible in jpeg or gif format.
 - Product descriptions to be supplied where possible/necessary.
 - Website to be installed on _____ hosting space
 - Statistics Package arranged.

IN WITNESS WHEREOF, _____ and Website Designer have duly executed this Agreement as of the day and year first above written.

Client Signature:
Client Name

Website Designer Signature:
Website Designer
