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### **Sample Template–Web Design Contract**

This is a legal and binding contract between YOUR BUSINESS NAME (hereinafter referred to as “Company”) and CLIENT BUSINESS NAME (hereinafter referred to as “Client”).

#### **1. Project Terms and Conditions**

*[BE AS DETAILED AS POSSIBLE IN THIS SECTION! INCLUDED IS EXAMPLE VERBIAGE, BUT IT'S THE ABBREVIATED VERSION– KEEP IN MIND THIS SECTION MAY TAKE UP A PAGE OR TWO BY ITSELF]*

We work to completely satisfy you, the Client. One way to do this is to outline all aspects of the project and agree to the following terms:

- Company will create, implement, and install a WordPress.org content management system website.
- The WordPress theme will be determined by Company and based on Client’s website redesign specifications.
- The WordPress theme will be “responsive” meaning website automatically adjusts it’s layout depending on device used to view it.
- Website will include homepage plus up to 8 individual pages.
- Client will provide all content and images. Company is only designing the website; Company will not assist with writing or editing of content, and

Company will not create, modify or provide any photography or images. If Client requests Company to assist with writing and editing content or improving/providing images, Client will be charged at the hourly rate outlined below.

- Website will include basic search engine optimization (SEO) including submitting sitemap to the major search engines after website completion, using SEO-friendly URLs, heading tags, and keyword optimization.

## **2. Project Initiation**

The initiation of a web design or development project requires a signed or electronically submitted signed project Contract, payment of half of the initial web design/development fees (or payment in full if the entire project is \$1,000 or less), plus the client logo and/or any other web content that is required to be used in the design (web content is the textual, visual or auditory content that is encountered as part of the user experience on websites).

## **3. Development and Delivery**

COMPANY understands the importance of completing projects in a timely manner. We agree to complete the web design project within allotted time outlined in contract. If the client does not supply COMPANY with complete text, graphic content, and other requested materials within 60 days of contract signing, the contract becomes void and no refund will be issued.

## **4. Non-Communication**

If COMPANY are unable to communicate with a client on a project for a duration of at least sixty days (60) by phone or email during the design and development process, the project will be canceled without prior notice and no refund will be issued. Client will also be billed for any charges previously unpaid.

## **5. How Content May Be Submitted**

All content must be submitted electronically via email (contact us for the correct email address). Text must be selectable as actual text rather than as flattened images. Both text and photos/graphics must be clearly labeled with the name of the page on which it will be displayed. Content may not be submitted via fax or paper copies. Exceptions to this policy must be approved in advance and may incur a surcharge.

## **6. Website Design Revisions**

COMPANY will either create a design mockup or present a rough draft of website for

Client approval. The web design mockup describes the look a commissioned web design project will achieve. Design preferences, such as the look of the site, the color scheme, the functionality, etc., should be specified at that time, prior to approval and commencement of any online development or further online development. If the client changes his/her mind after the completion of the work, adjustments will be made by the hourly rate outlined in contract.

## **7. Design for Sub Pages**

Unless otherwise specified in the design contract, subpages of any website will use the same design as the home page. Mockups are not provided for sub pages. Formatting requests for sub pages will be considered but will not be guaranteed. If the client requires specific looks or formatting for sub pages, this request should be made at the time of the initial contract and may incur additional fees.

## **8. Website Compatibility**

COMPANY can only guarantee website compatibility with the most recent version of browsers (browsers include Internet Explorer, Mozilla Firefox, Safari, and Chrome). We do not provide any website compatibility support for outdated browsers.

Please note browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

## **9. Third Party Vendors**

Third party vendors may have separate terms of service agreements. COMPANY cannot be held liable for disputes with third party vendors, regardless of whether or not the service is part of a reseller agreement or referral. COMPANY cannot be held responsible for lack of functionality or any other aspect of third party services.

## **10. Liability**

Services purchased from COMPANY are provided "as is" without warranty of any kind that the web design project will be uninterrupted or error free. In no event shall COMPANY be liable to the client for any direct, indirect, special, punitive, incidental, or consequential damages arising out of the use of the website, services, and/or goods provided to the client. This includes, without limitation, lost profits, business interruption, loss of data or other losses directly resulting from the use of the website, services, and/or goods provided to the client. The entire risk as to the quality and performance of the web design is with the client.

## **11. Indemnification**

If signing a contract with COMPANY, Client agrees to indemnify, save and hold harmless COMPANY from any and all damages, losses, lawsuits, expenses or costs that might arise as a result of claim or action by a third party. This includes any action that involves hacking or other malicious activity by a third party resulting in damage to a clients website, mobile application, reputation, goodwill or revenue.

## **12. Compliance with Laws**

Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

## **13. Dispute Resolution**

If a dispute arises from or relates to contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties–Client and COMPANY– agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **14. Attorney's Fees**

The non-prevailing party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the prevailing party in resolving such dispute.

## **15. Severability**

If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.

## 16. Termination of Services

Either party may terminate the contract at any time through written request. If the client changes his/her mind about doing work with COMPANY during the course of the initial web design or development phase, the client will be responsible for the amount of work already completed. Depending on the amount of work completed at the time of cancellation, this may mean owing additional fees. In order to protect clients from unintentional service interruption, clients wishing to terminate any services must request the service termination in writing.

## 17. Project Cost, Timeline, and Revision Process

### A) Timeline

- Once Client has supplied all content needed for website, project will take 8–12 weeks to complete. This includes rough draft submission and Client feedback of drafts.

### B) Revision Process

Company web design and development process follows a specific format. These steps are outlined below:

- Once signed contract, deposit, and applicable content have been received by Client, the web design project will commence on the following business day.
- Client can expect to receive the website rough draft 2-3 weeks after project commencement. Client will be given up to 7 business days to provide feedback.
- After being presented with the Rough Draft, Client will be given three more versions of website– Website II, Website III, and Final Website. After each version is presented, Client will be given a specific timeframe to provide feedback that will be implemented into the next version of website.
- Once Final Website has been presented to Client for approval, there will be up to two rounds of minor revisions, if necessary. Minor revisions include small text changes, image replacement or other minor and miscellaneous tweaks. Some restrictions may apply, and additional charges may apply if revisions are outside of the original project scope.

### C) Project Cost

- Total cost for website design and development fees are \$5,000.

- Client will incur additional charges at the rates outlined below for any work outside of the Terms and Conditions such as: content writing, editing or modifying images or graphics, website training. \$100/hour.

## **18. Payment Schedule**

- Half due at project start, and remaining balance due at website completion.
- Please note:
  - If the project spans more than 12 weeks, another 25% of project cost will be due at that time.
  - If Client has not provided feedback within 35-days of submitting a draft of website, another 25% of project cost will be due at that time.
  - If Client has not provided feedback within 90-days of submitting final version of website for approval, 100% of the remaining balance will be due, and any additional changes to website will be at the hourly rate of \$100. A copy of website files and database will be sent to Client.

## **19. Project Deposit**

- \$2,500

NO PORTION OF INITIAL PAYMENT ("DEPOSIT") WILL BE REFUNDED UNLESS WRITTEN APPLICATION IS MADE WITHIN 7 DAYS OF SIGNING THIS CONTRACT. IF THIRD-PARTY SERVICES HAVE BEEN PURCHASED (SUCH AS WEBSITE HOSTING), CLIENT WILL STILL BE RESPONSIBLE FOR THIS COST. CLIENT IS ALSO FINANCIALLY RESPONSIBLE FOR ANY WORK DONE DURING THIS 7-DAY PERIOD.

AFTER 7 DAYS, IF CLIENT DECIDES TO CANCEL PROJECT, AND APPLY FUNDS TO A NEW PROJECT, A \$250 ADMINISTRATIVE FEE WILL APPLY PLUS CLIENT WILL BE RESPONSIBLE FOR THE COST OF ANY WORK ALREADY PERFORMED ON ORIGINAL PROJECT.

## **20. Forms of Payment and Mailing Address**

We accept cash, check or debit/credit card. Credit and debit card transactions are performed through PayPal and include a 2.9% transaction fee.

All checks payable to: COMPANY BUSINESS NAME

Mail all checks to: COMPANY BUSINESS ADDRESS

**21. Copyright to Web Pages**

Copyright to the finished assembled work of web pages produced by COMPANY is owned by Client upon final payment of this contract. COMPANY and its subcontractors retain the right to display graphics and other web design elements as examples of their work in their respective portfolios.

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

On behalf of the client (authorized signature):

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

On behalf of COMPANY (authorized signature):

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

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