

WEBSITE DESIGN AGREEMENT

This **Website Design Agreement (Agreement)**, dated _____ 20: ____, is made by and between [Client Name] with a mailing address located at _____

(Hereinafter referred to as "**Client**") and [Designer Name] with a mailing address located at _____

(Hereinafter referred to as "**Designer**").

1. **Purpose:** The purpose of this Agreement is to set forth the terms and conditions under which Designer will provide website design services to Client.

Scope of Services: Designer agrees to provide the following services to Client:

- a. Design and development of a website for Client, including but not limited to: home page design, inner page design, and any additional pages as agreed upon by the parties.
- b. Integration of Client's content, images, and other materials into the website.
- c. Maintenance of the website for a period of [Insert number of months or years].

Deliverables: Designer will deliver the following items to Client:

- a. A fully functioning website, ready for launch on the internet.
- b. All necessary website files and code, including but not limited to HTML, CSS, JavaScript, and any other necessary software.
- c. A detailed manual for website administration and management.

2. **Timelines and Deadlines:** Designer agrees to complete the website design and development services within [Insert number of weeks or months] from the date of this Agreement. Any changes requested by Client that fall outside the scope of this Agreement may result in additional fees and a revised timeline.

Payment Terms: Client agrees to pay Designer [Insert payment amount] in [Insert number of payments] payments as follows:

- a. [1st payment amount in \$ due mm-dd-yyyy].
- b. [2nd payment amount in \$ due mm-dd-yyyy].
- c. [Additional payment(s) amount in \$ and due mm-dd-yyyy].

3. **Intellectual Property:** Designer represents and warrants that the website design and all related work product is original and does not infringe on the intellectual property rights of

any third party. Upon full payment of all fees due, Designer grants Client a non-exclusive, perpetual license to use the website design.

4. **Confidentiality:** Designer agrees to maintain the confidentiality of all information and materials provided by Client, and will not disclose such information to any third party without the prior written consent of Client.
5. **Termination:** Either party may terminate this Agreement at any time, with written notice to the other party. Upon termination, Designer will deliver all work product and other materials in its possession to Client, and Client will pay Designer any amounts due and owing under this Agreement.
6. **Limitation of Liability:** Designer shall not be liable to Client or any third party for any damages, including but not limited to lost profits, arising out of the performance or non-performance of its obligations under this Agreement.
7. **Dispute Resolution:** Any dispute arising out of or related to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
8. **Governing Law:** This Agreement shall be governed by the laws of the State of [Insert State].
9. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may not be amended except in writing signed by both parties.

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

Designer Name: _____

Client Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____