

WEBSITE DEVELOPMENT AGREEMENT

Client Location: _____ Agreement Date: _____

Client Information:

Full Legal Name: _____

Business or DBA Name (if applicable): _____

Address: _____

Phone/Email: _____

Developer Information:

Full Legal Name / Business Name: _____

Address: _____

Phone/Email: _____

Project Description:

Developer agrees to design, develop, and deliver a website (the "Project") as described in the attached Scope of Work. The Project shall comply with the specifications and timelines set forth in the Scope of Work and any mutually agreed amendments.

Compensation and Payment Terms:

Total Project Fee: _____ USD

Payment Schedule: _____

Term and Termination:

This Agreement shall commence upon execution and continue until the Project is completed and accepted by Client, unless earlier terminated as provided herein. Either party may terminate upon written notice if the other party breaches any material term and fails to cure within fifteen (15) days after receipt of notice.

Intellectual Property Rights:

All intellectual property rights in the work product created under this Agreement shall be the exclusive property of Client upon full payment. Developer retains no rights to use the work product except as necessary to fulfill this Agreement. Developer warrants that the work product is original and does not infringe on third-party rights.

Confidentiality:

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party and to use such information only for the purposes of performing obligations under this Agreement. This obligation shall survive termination of the Agreement.

Warranties and Disclaimer:

Developer warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID UNDER THIS AGREEMENT.

Indemnification:

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from any claims, damages, liabilities, costs, or expenses arising out of any breach of this Agreement or any negligent or willful acts or omissions.

Independent Contractor:

Developer is an independent contractor and not an employee, partner, or joint venturer of Client. Developer has no authority to bind Client or incur any obligations on Client's behalf.

Governing Law and Dispute Resolution:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiation, and if unresolved, through binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

Notices:

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses set forth herein or such other address as a party may designate in writing.

Force Majeure:

Neither party shall be liable for any failure or delay in performance due to causes beyond their reasonable control, including but not limited to acts of God, pandemics, war, terrorism, civil unrest, or government action.

Entire Agreement; Amendments:

This Agreement, including any attached exhibits or schedules, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, or communications, whether written or oral. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Waiver:

No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

Counterparts; Electronic Signatures:

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. Electronic signatures and PDF copies shall have the same legal effect as original signatures.

CLIENT SIGNATURE

DEVELOPER SIGNATURE

Signature: _____

Signature: _____

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