

WEBSITE DEVELOPMENT SCOPE OF WORK AGREEMENT

Project Name: _____ Prepared By: _____

Client Information:

Company Name: _____

Contact Person: _____

Phone / Email: _____

Developer Information:

Company Name: _____

Contact Person: _____

Phone / Email: _____

Project Overview:

This Scope of Work ("SOW") outlines the services to be provided by the Developer to the Client for the design, development, and deployment of a custom website. This document defines the project deliverables, timeline, responsibilities, and terms to ensure a clear understanding between the parties.

1. Deliverables:

Developer shall deliver the following: a) A fully responsive website compatible with major browsers and devices; b) Up to ___ pages of content including Home, About, Services, Contact, and Blog; c) Custom designed user interface incorporating Client branding; d) Integration with social media platforms and Google Analytics; e) Content Management System (CMS) allowing Client to update site content; f) Basic SEO optimization for search engines; g) One round of revisions after initial delivery.

2. Project Timeline:

The project will commence upon execution of this Agreement and receipt of any required initial payment. Developer shall deliver initial website draft within ___ weeks. Client shall provide feedback within ___ days. Final delivery and deployment shall occur within ___ weeks of final approval.

3. Client Responsibilities:

Client agrees to provide timely access to all necessary content, branding materials, and information required for development. Client shall review deliverables promptly and provide consolidated feedback. Client is responsible for obtaining domain registration and hosting services unless otherwise agreed.

4. Payment Terms:

Total project fee is \$ _____ USD. Payments shall be made as follows: a) ___% deposit upon execution of this Agreement; b) ___% upon delivery of initial draft; c) Remaining balance upon final delivery before website deployment. All payments shall be made by wire transfer, check, or other agreed payment methods.

5. Change Orders:

Any requests for changes beyond the scope outlined in this SOW shall be submitted in writing and are subject to additional fees and schedule adjustments upon mutual agreement.

6. Intellectual Property Rights:

Upon full payment, Developer grants Client a perpetual, worldwide, non-exclusive license to use the delivered website materials. Developer retains ownership of all underlying code, proprietary tools, and pre-existing materials. Client shall not distribute or resell Developer's proprietary materials separately.

7. Confidentiality:

Both parties agree to keep confidential all proprietary information, trade secrets, and sensitive data disclosed during this project, unless required by law or with prior written consent.

8. Warranties and Disclaimers:

Developer warrants that the services will be performed in a professional and workmanlike manner in accordance with industry standards. EXCEPT AS EXPRESSLY PROVIDED, DEVELOPER DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEVELOPER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT.

10. Termination:

Either party may terminate this Agreement upon written notice if the other party materially breaches any term and fails to cure within ___ days. Upon termination, Client shall pay Developer for all work performed up to the termination date.

11. 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 law principles. Any disputes arising hereunder shall be resolved through binding arbitration in _____ County, _____.

12. Entire Agreement and Amendments:

This Agreement, including any exhibits or attachments, constitutes the entire understanding between the parties and supersedes all prior agreements or understandings. Any amendments must be in writing signed by both parties.

13. Signatures:

IN WITNESS WHEREOF, the parties hereto have executed this Scope of Work Agreement as of the date set forth below.

CLIENT SIGNATURE

DEVELOPER SIGNATURE

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

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