

# Web Design Contract

This Website Design Agreement ("Agreement") is being made between \_\_\_\_\_ ("Client") located at \_\_\_\_\_ and ("Web Designer") \_\_\_\_\_ on (date) \_\_\_\_\_ to design and develop a website.

## 1. Services

The Web Designer will provide the following services:

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The services will include the following number of revisions: \_\_\_\_\_. This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

## 2. Cost and Payment

The Web Designer will charge \_\_\_\_\_ for the services mentioned above as a fixed price, or at an hourly rate of \_\_\_\_\_. The payment will be divided into \_\_\_\_\_ payments, with a first deposit of \_\_\_\_\_ being paid before work commences.

## 3. Schedule

The Web Designer will provide the following deliverables at the following dates:

Deliverable	Date
• Preliminary Design	• _____
• Review	• _____
• Final Review	• _____
• Completion	• _____
• _____	• _____
• _____	• _____

The Client will have \_\_\_\_\_ business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and the Web Designer will continue their work.

## 4. Confidentiality

During the term of this agreement and afterward, the Web Designer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Designer knew before Client disclosed it; is or becomes public knowledge through no fault of Web Designer; Web Designer obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

### 5. Termination of Agreement

This Agreement will automatically terminate when both Parties have performed all their obligation under the Agreement and all payments have been made.

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Designer \_\_\_\_\_ days in advance, and pay for services already completed and for hours already worked.

### 6. Limitation of Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

### 7. Intellectual Property

The Client will own the website and any visuals provided by the Web Designer. The Web Designer will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Designer with, and will not hold the Web Designer responsible for any third-party claims.

The Web Designer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

### 8. Dispute Resolution

If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

### 9. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_.

<b>The Client</b> Name: _____ Title: _____ Date: _____ Signature: _____	<b>The Web Designer</b> Name: _____ Title: _____ Date: _____ Signature: _____
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**Disclaimer**

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