**Web Development Agreement**

This Web Development Agreement (this "Agreement") is made effective as of [DATE], by and between [NAME OF CLIENT] (the “Client”) and [BUSINESS OR PERSONAL NAME] (the "Web Developer"). In this Agreement, the Client shall be referred to as “CLIENT INTIALS", and the Web Developer shall be referred to as "YOUR BUSINESS INITIALS".

WHEREAS, "YOUR BUSINESS INITIALS" possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS, “CLIENT INTIALS" desires to engage "YOUR BUSINESS INITIALS", and "YOUR BUSINESS INITIALS" accepts the engagement, to design a logo and small Site (the "Web Design Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, “CLIENT INTIALS" and "YOUR BUSINESS INITIALS" agree as follows:

**RETENTION OF DEVELOPER.** “CLIENT INTIALS" hereby retains the services of "YOUR BUSINESS INITIALS" for the Web Design Project to be published on “CLIENT INTIALS"'s account on an Internet Service Provider (ISP)/Web Presence Provider (WPP), or computer (Hosting Service) at “CLIENT INTIALS"'s option.

**DESCRIPTION OF SERVICES.** Beginning on [DATE], "YOUR BUSINESS INITIALS" will provide the following services connected with the development of the Website (collectively, the "Services"):

Design & Development of Website

Logo Design

**PAYMENT FOR SERVICES.** In consideration of the services to be performed by "YOUR BUSINESS INITIALS", “CLIENT INTIALS" agrees to compensate "YOUR BUSINESS INITIALS" for the services rendered as follows:

"YOUR BUSINESS INITIALS"'s fees for the services specified in Description of Services, above, will be charged at a rate of $4,000.00, half payable as a deposit to begin “Services” and **EITHER** half payable on "YOUR BUSINESS INITIALS"'s completion of the services specified in Description of Services **OR** remaining 35% of entire rate within 1 month of initiation of “Services” and the remaining 15% payable on "YOUR BUSINESS INITIALS"'s completion of the services specified in Description of Services

Any additional services not specified in Description of Services, above, or any services rendered that exceed a max of 70 hours performed will be charged to “CLIENT INTIALS" on an hourly rate basis at "YOUR BUSINESS INITIALS"'s standard hourly rate of $75.00 per hour.

“CLIENT INTIALS" will be required to pay "YOUR BUSINESS INITIALS" within 3 days of receiving the bill.

**WEB HOSTING.** “CLIENT INTIALS" understands and agrees that any web hosting services require a separate contract with a web hosting service or with "YOUR BUSINESS INITIALS". “CLIENT INTIALS" agrees to select a web hosting service which allows "YOUR BUSINESS INITIALS" full access to the website.

**TERM/TERMINATION.** This Agreement will terminate automatically when the website has been launched on “CLIENT INTIALS" server and payment of all outstanding sums have been made in full.

Additionally, either party may terminate this agreement at any time by written notice to the other party if:

* + 1. the other party commits any material breach of its obligations under this agreement which (if remediable) is not remedied within 14 days after the service of written notice specifying the breach and requiring it to be remedied; or
		2. that other party becomes insolvent or there is a change of control at the other party, or the other party ceases to trade;

On expiry or termination of this agreement:

* + 1. all licenses granted to "YOUR BUSINESS INITIALS" under this agreement shall terminate immediately;
		2. "YOUR BUSINESS INITIALS" shall promptly return materials and copies of the Site Specification to “CLIENT INTIALS" according to the amount that has been paid for by “CLIENT INTIALS"; and
		3. all provisions of this agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue in full force and effect.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that "YOUR BUSINESS INITIALS" is an independent contractor with respect to “CLIENT INTIALS", and not an employee of “CLIENT INTIALS". “CLIENT INTIALS" will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of "YOUR BUSINESS INITIALS".

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by "YOUR BUSINESS INITIALS" in connection with the Services shall be the exclusive property of “CLIENT INTIALS". Upon request, "YOUR BUSINESS INITIALS" shall sign all documents necessary to confirm or perfect the exclusive ownership of “CLIENT INTIALS" to the Work Product.

**LAWS AFFECTING ELECTRONIC COMMERCE.** “CLIENT INTIALS" agrees that “CLIENT INTIALS" is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend "YOUR BUSINESS INITIALS" and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from “CLIENT INTIALS"'s exercise of Internet electronic commerce.

**CONFIDENTIALITY**. "YOUR BUSINESS INITIALS" will not at any time or in any manner, either directly or indirectly, use for the personal benefit of "YOUR BUSINESS INITIALS", or divulge, disclose, or communicate in any manner any information that is proprietary to “CLIENT INTIALS". "YOUR BUSINESS INITIALS" will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, "YOUR BUSINESS INITIALS" will return to “CLIENT INTIALS" all records, notes, documentation and other items that were used, created, or controlled by "YOUR BUSINESS INITIALS" during the term of this Agreement.

**INJURIES.** “CLIENT INTIALS" acknowledges “CLIENT INTIALS"'s obligation to obtain appropriate insurance coverage for the benefit of “CLIENT INTIALS" (and “CLIENT INTIALS"’s employees, if any). “CLIENT INTIALS" waives any rights to recovery from "YOUR BUSINESS INITIALS" for any injuries that “CLIENT INTIALS" (and/or “CLIENT INTIALS"'s employees) may sustain while Services are being performed under this Agreement and that are a result of the negligence of "YOUR BUSINESS INITIALS" or "YOUR BUSINESS INITIALS"'s employees. Additionally, "YOUR BUSINESS INITIALS" acknowledges "YOUR BUSINESS INITIALS"'s obligation to obtain appropriate insurance coverage for the benefit of "YOUR BUSINESS INITIALS" (and "YOUR BUSINESS INITIALS"'s employees, if any). "YOUR BUSINESS INITIALS" waives any rights to recovery from “CLIENT INTIALS" for any injuries that "YOUR BUSINESS INITIALS" (and/or "YOUR BUSINESS INITIALS"'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of "YOUR BUSINESS INITIALS" or "YOUR BUSINESS INITIALS"'s employees.

**Employees.** "YOUR BUSINESS INITIALS"'s employees, if any, who perform services for “CLIENT INTIALS" under this Agreement shall also be bound by the provisions of this Agreement. At the request of “CLIENT INTIALS", "YOUR BUSINESS INITIALS" shall provide adequate evidence that such persons are "YOUR BUSINESS INITIALS"'s employees.

**ASSIGNMENT.** "YOUR BUSINESS INITIALS"'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of “CLIENT INTIALS".

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** No amendment, waiver, or discharge of any provision of this Agreement shall be effective against “CLIENT INTIALS" or "YOUR BUSINESS INITIALS" without the written consent of both “CLIENT INTIALS" and "YOUR BUSINESS INITIALS".

**NOTICES.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Arizona.

**SIGNATURES.** This Agreement shall be signed by NAME OF OWNER, Owner on behalf of CLIENT BUSINESS and by NAME OF WEB DESIGNER, Owner on behalf of WEB DESIGN BUSINESS. This Agreement is effective as of the date first above written.

Date:

Client

Date:

Web Design Business