



## Website Development Contract

Prepared For

Prepared by:



# Website Development Contract

This **Website Development Contract** ("**Contract**" hereinafter) has been signed by and between

\_\_\_\_\_ with principal address at

\_\_\_\_\_ (hereinafter known as "**Developer**")

and

\_\_\_\_\_ with principal address at

\_\_\_\_\_ (hereinafter known as "**Client**"), collectively known as the "**Parties**".

**WHEREAS**, the Client seeks to acquire the services of Developer to create a \_\_\_\_\_ website;

**WHEREAS**, the Developer accepts and agrees to create and develop such website in accordance with the specifications that shall be provided by the Client,

**WHEREAS**, the Parties mutually agree to enter into this agreement following the terms and conditions hereto,

**NOW, THEREFORE**, for and in the condition of the foregoing premises, the Parties agree as follows;

## 1. Scope of Work

Developer shall provide web design and development services for Client for the creation of \_\_\_\_\_ (hereinafter referred to as "**Website**"). The URL of the Website is \_\_\_\_\_.

Client agrees to allow Developer to access draft works and documentation containing general information, contents and specifications about the project. The Developer agrees to work coherent with the general branding and vision of the Client.

## 2. Design

The design of the Website shall be based on the preferences and style of the Client. Content of the website shall be dependent on the information and data that shall be provided by Client. This project does not include applications for search engine listing, marketing, and advertising.

## 3. Schedule

The Website shall be completed and delivered to the Client on or before \_\_\_\_\_, as the final delivery date, subject to any changes mutually agreed upon in writing by both parties.

The Client and the Developer will evaluate the progress of the project in weekly meetings. Any changes to the scope of work must be requested in writing by Client and approved by Developer. Developer will provide a written estimate of the additional time and cost required for the change.

## 4. Pricing

The Client agrees to pay Developer a total fee of \_\_\_\_\_ for the services provided under this Contract, payable as follows:

- Initial Payment - \_\_\_\_\_ - upon signing this Agreement.
- First Installment - \_\_\_\_\_ - on \_\_\_\_\_.
- Final Payment - \_\_\_\_\_ - upon final delivery and acceptance of the website by Client.

The total contract amount is exclusive of modifications or amendments. Minor revisions during the effectivity of this Agreement shall be allowed up to requests. Additional costs shall be incurred exceeding the said limit.

## 5. Intellectual Property

Upon full payment of all fees due under this Contract, Developer agrees to assign to Client all rights, title, and interest in and to the website, including all intellectual property rights. Developer shall retain all rights to any tools, codes, software, or methodologies used in the development of the website that were created prior to or during the engagement and are not specifically developed for Client.

## 6. Modifications

Any modifications outside the scope of the specifications of the Website shall require consent and a signed agreement by both Parties or their authorized representatives. Any modifications made by Developer shall be reverted back by Developer at their own expense and without cost to Client.

## 7. Separability

In the event that any portion of this Agreement is declared as invalid or unenforceable, such shall be considered as stricken out and never been written, the remaining portions of this Agreement shall be unaffected and shall remain valid and enforceable.

## 8. No-Waiver

No waiver shall be considered as made by the parties to this Contract unless such waiver is expressly made in writing and duly signed by the waiving party.

## 9. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_. The Parties agree to elect an arbitrator to resolve any disputes arising out of or in accordance with this Contract. Rulings and resolutions made by the arbitrator shall be final and binding upon Parties.

## 10. Counterparts

The Parties hereto agree that this Contract may be executed in multiple electronic or written counterparts. Every counterpart may be deemed as an original but all taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the Parties hereto express their acceptance and bind themselves by their signatures below on the date of the last signature below.

**Developer**

**Name**

**Date**

**Signature**

**Client**

**Name**

**Date**

**Signature**



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