

WEBSITE DESIGN CONTRACT

This Website Design Contract (the "Agreement") is made and entered into as of [DATE], by and between:

Designer/Agency: [DESIGNER/AGENCY NAME], with a principal address at [DESIGNER ADDRESS], email [DESIGNER EMAIL], phone [DESIGNER PHONE] (the "Designer")

and

Client: [CLIENT NAME], with a principal address at [CLIENT ADDRESS], email [CLIENT EMAIL], phone [CLIENT PHONE] (the "Client")

Collectively referred to as the "Parties."

1. Project Overview

The Designer agrees to design and develop a website for the Client (the "Project") as described below:

- Project Name/Website: [PROJECT/WEBSITE NAME]
- Domain Name (if applicable): [DOMAIN NAME]
- Purpose of Website: [BRIEF DESCRIPTION OF PURPOSE]

2. Scope of Work

The Designer shall provide the following services and deliverables:

1. [DELIVERABLE 1 — e.g., Homepage design]
2. [DELIVERABLE 2 — e.g., Up to (NUMBER) additional pages]
3. [DELIVERABLE 3 — e.g., Mobile-responsive design]
4. [DELIVERABLE 4 — e.g., Content management system setup]
5. [DELIVERABLE 5 — e.g., Basic SEO setup]
6. [ADDITIONAL DELIVERABLES AS NEEDED]

Any work not listed above is considered outside the scope of this Agreement and may require a separate written agreement or change order.

3. Project Timeline

1. Project Start Date: [START DATE]
2. Estimated Completion Date: [COMPLETION DATE]
3. Key Milestones:

⋮

Delays caused by the Client's failure to provide requested materials, feedback, or approvals within [NUMBER] business days may extend the timeline accordingly.

4. Client Responsibilities

The Client agrees to:

1. Provide all necessary content, images, logos, and materials by [DATE].
2. Respond to requests for feedback or approval within [NUMBER] business days.
3. Provide access to hosting, domain registrar, or third-party accounts as needed.
4. Designate [CLIENT CONTACT NAME] as the primary point of contact for approvals.

5. Fees and Payment Terms

1. Total Project Fee: \$[TOTAL AMOUNT]
2. Payment Schedule:
 - Deposit: \$[DEPOSIT AMOUNT], due upon signing of this Agreement
 - Milestone Payment: \$[AMOUNT], due upon completion of [MILESTONE]
 - Final Payment: \$[FINAL AMOUNT], due upon project completion and before final files/website launch
3. Accepted Payment Methods: [PAYMENT METHODS]
4. Late payments will incur a fee of [PERCENTAGE]% per month on outstanding balances.
5. Work may pause if payments are more than [NUMBER] days overdue.

6. Revisions

1. The Project Fee includes up to [NUMBER] rounds of revisions per deliverable.
2. Additional revisions beyond this limit will be billed at \$[HOURLY RATE] per hour or a flat fee of \$[AMOUNT] per revision round.

7. Ownership and Intellectual Property

1. Upon full and final payment, ownership of the final website design and custom code created for the Client shall transfer to the Client.
2. The Designer retains the right to use pre-existing tools, frameworks, and general design techniques not specific to the Client's project.

3. The Designer may showcase the completed website in its portfolio, case studies, or marketing materials unless otherwise agreed in writing.
4. Any third-party materials (such as stock images, fonts, or plugins) are subject to their respective licenses, which the Client is responsible for maintaining if applicable.

8. Confidentiality

Both Parties agree to keep confidential any proprietary business information, materials, or data shared during the course of this Project, and not to disclose such information to third parties without prior written consent, except as required by law.

9. Warranties and Support

1. The Designer warrants that the website will function as agreed upon delivery, subject to standard web browser compatibility.
2. The Designer will provide [NUMBER] days of post-launch support at no additional cost for fixing bugs directly related to the Designer's work.
3. Ongoing maintenance, updates, or support beyond this period may be arranged under a separate agreement.

10. Termination

1. Either Party may terminate this Agreement by providing [NUMBER] days' written notice to the other Party.
2. If the Client terminates the Agreement before completion, the Client shall pay for all work completed up to the termination date.
3. If the Designer terminates the Agreement, any deposits or payments for incomplete work will be refunded on a pro-rated basis.

11. Limitation of Liability

The Designer's total liability under this Agreement shall not exceed the total amount paid by the Client under this Agreement. The Designer shall not be liable for any indirect, incidental, or consequential damages arising from the use of the website.

12. Independent Contractor Relationship

The Designer is engaged as an independent contractor and not as an employee, partner, or agent of the Client. Nothing in this Agreement shall be construed to create an employment relationship.

13. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of [STATE/COUNTRY], without regard to conflict of law principles.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or communications, whether written or oral, relating to the Project. Any amendments must be made in writing and signed by both Parties.

15. Signatures

By signing below, both Parties agree to the terms and conditions outlined in this Agreement.

Designer/Agency:

Signature: _____

Printed Name: [DESIGNER/AGENCY NAME]

Date: [DATE]

Client:

Signature: _____

Printed Name: [CLIENT NAME]

Date: [DATE]

Try Dochives free and see how much faster professional document signing can be: <https://dochives.com>