

WEB DEVELOPMENT SERVICES AGREEMENT

This Web Development Services Agreement ("Agreement") is entered into as of

_____ ("Effective Date")

BETWEEN: _____

("Developer") AND: _____ ("Client")

CO-SIGNED/GUARANTEED BY:

_____ ("Guarantor")

1. SCOPE OF WORK

Developer agrees to provide the following services:

- Website design and development as outlined in the project brief
- Responsive design for mobile, tablet, and desktop devices
- HTML structure and CSS styling
- Testing and bug fixes during development

The scope of work is limited to what is outlined in the attached project specification. Client is responsible for providing the following materials:

- All paragraphs, descriptions, and body text
- All images, logos, and other media assets in a digital format ready for web use

Developer will specify the required content needed for the project. Developer is responsible for implementing this provided content into the website structure (including headers and layout) but is not responsible for writing, editing, sourcing, or creating any content.

2. REVISIONS & CHANGES

This project includes up to 2 (two) rounds of revisions on the final deliverable. Revisions are defined as modifications to the design or functionality that were outlined in the original project scope.

Additional revisions beyond the initial 2 rounds will be billed at \$90 per revision with a maximum of 5 including the 2 free revisions.

Adding new features, pages, or functionality not in the original agreement requires a change order and additional payment before work begins.

3. PAYMENT TERMS

Project Fee: \$_____

Payment Schedule:

- 50% deposit due upon project kickoff
- 50% due upon project completion and delivery

Invoices are due within 14 days of receipt. Late payments will incur a 1.5% monthly interest charge (18% annually) or the maximum allowed by law, whichever is lower.

If payment is not received within 30 days, Developer reserves the right to suspend work, withhold deliverables, or terminate this Agreement.

4. INTELLECTUAL PROPERTY RIGHTS

Upon full payment, Client receives ownership of the final website code and design created specifically for this project.

Developer retains ownership of:

- Pre-existing code, libraries, frameworks, and tools (React, Tailwind, etc.)
- Design templates and reusable components created during the project
- Developer's general methodologies and processes

Client retains ownership of all content provided by Client (text, images, logos, etc.).

5. TIMELINE & DELAYS

Estimated project timeline: _____ weeks/days

Timeline begins upon receipt of deposit and all necessary materials from Client. Delays caused by Client (late content delivery, delayed feedback, unclear specifications) will extend the timeline accordingly.

6. MAINTENANCE & HOSTING

This project includes initial development and deployment only. Post-launch maintenance, updates, hosting, and domain management are not included and must be arranged separately.

7. TERMINATION

Either party may terminate this Agreement with written notice. If terminated by Client before completion:

- Client pays for all work completed to date plus 50% of remaining project fee
- Developer will deliver all completed work and files to date

If Developer has not yet commenced work at the time of termination, Developer shall refund the deposit in full, less any reasonable administrative fees not to exceed \$50.

If terminated by Developer before completion:

- Developer must provide written notice and a valid reason for termination (e.g., non-payment, harassment, or scope creep).
- Upon termination by Developer, Developer shall retain the 50% deposit as compensation for reserved time and initial work performed.
- Developer may not terminate this Agreement solely to retain the deposit without having performed any services.

If terminated due to Client non-payment, Developer retains all rights to the work and may pursue legal remedies.

8. LIABILITY & WARRANTIES

Developer provides services on an "as-is" basis. While Developer will make reasonable efforts to ensure the website functions correctly, Developer is not liable for:

- Third-party hosting issues or downtime
- Browser compatibility issues beyond standard modern browsers

- Security issues related to hosting or third-party services
- Client's use of the website after delivery
- Client-provided content or materials

Developer's total liability under this agreement shall not exceed the total fees paid by Client. Client agrees to indemnify and hold Developer harmless from any claims, damages, or expenses (including legal fees) arising out of Client-provided content or materials. Compatibility with older browsers or niche devices is not guaranteed.

9. CONFIDENTIALITY

Developer will keep Client information confidential and will not disclose project details, pricing, or Client information to third parties without written consent.

Developer may use the completed project as a portfolio example.

10. INDEPENDENT CONTRACTOR

Developer is an independent contractor and is not an employee of Client. Developer is responsible for all taxes, insurance, and business expenses. The Guarantor acknowledges this independent contractor relationship.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions. Changes must be made in writing and signed by both parties. This Agreement shall be governed by the laws of the State of Indiana. Any legal actions arising from this Agreement must be filed in the courts of Allen County, Indiana. Prior to initiating any legal proceedings, the parties agree to attempt to resolve any dispute through good-faith negotiation or mediation in Allen County, Indiana.

12. DEPLOYMENT & DOMAIN SETUP

Client is responsible for selecting their own hosting provider and purchasing their desired domain name. Developer agrees to provide reasonable guidance and instructions to assist Client in deploying the website files to Netlify. If Client chooses to purchase a domain through Netlify, Developer will provide guidance on that process; otherwise, Developer is not responsible for assisting with domain acquisition, registration, or payment. The cost of any domain registration or hosting services is not included in the Project Fee and is the sole financial responsibility of the Client. If Client chooses a hosting provider other than Netlify, Developer will provide the final code files but is not responsible for providing deployment instructions, configuration, setup, or troubleshooting on that third-party platform. Developer is not responsible for delays in domain propagation, errors made by the Client or Registrar during setup, or any other costs associated with domain registration and hosting services. The project is considered "Complete" once the Developer has provided the final code and, if applicable, Netlify deployment instructions.

Developer Signature: _____ Date: _____

Developer Printed Name: _____

Guarantor/Co-Signer Signature: _____ Date: _____

Printed Name: _____

Client Signature: _____ Date: _____

Client Printed Name: _____

ATTACHMENTS:

- ☒ Attachment A: Project Specification & Scope
- ☒ Attachment B: Revision & Change Order Form

ATTACHMENT A: Project Specification & Scope

INSTRUCTIONS: Please select ONE Project Package below (Normal, Detailed, Custom). Only check boxes for pages and features that correspond to your selected package. Any features outside the selected package will require a Custom Quote and a revised Agreement.

Project type:

- ☐ Normal Website (Base Price: \$1,000-\$1,500)
- ☐ Detailed Website (Base Price: \$2,000)
- ☐ Custom

Total Price: \$ _____

Normal

Pages Available (Max all 4):

- Home
- About Us ☐
- Services ☐
- Contact ☐ (or option to put contact on home ☐)

Features:

- Responsive design (Mobile/Tablet/Desktop)
- Contact Information ☐
- Social media icon links ☐

Content limits:

- up to 3 images per page (provided by client)

Not included:

- e-commerce/online store functionality
- user accounts or login systems
- blog or news section
- copyrighting, image editing, or image sourcing

Detailed

Pages Available (Max 6):

- Home
- About ☐
- Services ☐
- Contact ☐ (or option to put contact on home, recommended ☐)
- Up to 2 additional pages:
 - Menu ☐
 - Gallery ☐
 - Product List ☐

Features:

- Responsive Design (Mobile/Tablet/Desktop)
- Contact Information ☐
- Social media icon links ☐
- Image Gallery or Grid Layout ☐
- Static Menu or Product List ☐ (Non-ecommerce; no shopping cart or payment processing, requires extra page)

Content Limits:

- Up to 4 images per page

Not Included:

- E-commerce functionality (Shopping cart, checkout, payment gateways)
- User accounts, logins, or member-only areas
- Dynamic database connections (e.g., real-time inventory updates)
- Copyrighting, image editing, or sourcing

Custom

Pages Available:

- Home
- About ☐
- Services ☐
- Portfolio ☐
- Menu ☐
- Gallery ☐
- Product List ☐
- Other: _____ ☐ (Developer must approve ☐)

Features:

- Responsive Design (Mobile/Tablet/Desktop)
- Advanced Animations/Interactions ☐
- Contact form on homepage ☐
- Image Gallery/Portfolio Grid ☐
- Menu/Product List ☐
- Custom theme ☐
- Other: _____ ☐ (Developer must approve ☐)

Not Included:

- E-commerce functionality (Shopping cart, checkout, payment processing)
- User accounts/logins, member-only content
- Dynamic database connections or custom backend development
- Copyrighting, image editing, sourcing

Developer Approval

The scope listed above has been reviewed and approved by the Developer. Any features not checked above are considered out of scope. The Developer reserves the right to decline any features that require backend development or are outside the defined HTML/CSS scope.

Client Initials: _____ Developer Initials: _____

ATTACHMENT B: REVISION & CHANGE ORDER FORM

Project Name: _____

Project Initiation Date: _____

Filled out by Client

Change Order #	1				
Date					
Description					
Client Approval (Initials)					

Filled out by Developer:

Change Order #					
Impact on Timeline					
Additional fee	\$0	\$0			
Developer Approval (Initials)					

Total Additional Fees: \$ _____

Final Project Total: \$ _____

Approval of Final Total:

By signing below, both parties agree that the above log represents all additional work and costs associated with this project.

Developer Signature: _____ Date: _____

Client Signature: _____ Date: _____

By initialing the rows above and signing below, Client acknowledges that all listed change orders are outside the original Attachment A scope and agrees to the additional fees and timeline extensions specified by Developer.