AGREEMENT FOR PRODUCTION OF WEB SITE

1. DEFINITIONS

The Client: {company name}, operating at {business address} {business telephone number}

Client Contact: {Single named individual} {contact telephone number}

The Designer: {Designer's name/Company name}, operating at {designers business address} {business telephone number}

Designer Contact: {single named individual} {contact telephone number}

2. TERMS OF REFERENCE

a) This contract covers the production of a web site by **The Designer** for **The Client** covering the business case of {business case/ requirement of website}. The detailed specifications of the website will be detailed in an associated consultation document.

b) The estimate included here covers only the work described in this contract and the associated consultation document. **Additional work will result in additional charges**.

c) Additional Work:

- Addition of pages, graphics, or any significant features
- Any graphic, page design template or page design requiring more than three rounds of revisions
- Revisions to text content provided ready for publication
- Changes to finalized elements
- Significant changes in plan, scope or direction of the project

d) In the case of additional work, **The Client** will be provided with a written change order including an estimate for the additional work. Additional work will not proceed without client agreement.

3. TIMELINESS

a) Time is of the essence in this contract. **The Client** will provide all content in digital form and ready for publication. Content will be provided in an orderly and timely manner and clearly labelled indicating the intended use on the site.

4. PROCESS

a) The process for the creation of visuals, such as graphics and page designs, consists of **The Designer** providing drafts and asking for feedback from **The Client**. Feedback is then used to produce another draft. This estimate assumes that three rounds of this process will suffice for each design element.

b) **The Designer** may use qualified subcontractors under supervision for any or all work on this contract. In such a case, **Designer Contact** will remain as the single point of contact.

5. DESIGNER CREDENTIALS

a) **The Designer** is entitled, but not obliged, to place an unobtrusive credit in the footer of each page on the website. The format of the credit will be a text-only link in the manner of "Web Site Design and Development by {Designer}". **The Designer** is also entitled, but not obliged, to reproduce samples of **The Client**'s website in **The Designer**'s print and online portfolios and in any marketing materials. In the event that the website is being designed by **The Client** as a third-party supplier to another client, this clause is null and void.

6. OWNERSHIP

a) The status of this contract is a client/supplier relationship between **The Designer** and **The Client**, and is not a work-for-hire arrangement. **The Designer** will at all times be considered a freelance company/individual.

b) Assignable copyright to the final website produced by **The Designer**, shall be retained by **The Designer**. Upon full payment of all outstanding invoices due, **The Client** is fully licensed to use and freely reproduce these products for their own purposes. Copyright on customer logos and branding material designed by **The Designer** under this contract is transferred to **The Client** upon full payment of all invoices.

c) **Restrictions**
- This licence may not be sold, re-sold or transferred to any third party or subsequent corporation.
- Secondary materials created by **The Designer** during production, including drafts, plans, graphic source files and templates, are not a deliverable in this contract, and remain the sole property of **The Designer**.

7. CONTENT & COPYRIGHT

a) **The Client** is solely responsible for the editorial content of the material included on the website. Any material content provided by **The Designer** will be copyright free, and not copied from any other website. **The Client** agrees that it will defend and indemnify (hold harmless) **The Designer** from any suit, demand, or claim resulting from the editorial content of the website, except in the case of any content wholly provided by **The Designer** and not copy checked by **The Client.** All copy supplied by **The Designer** to **The Client** will be copy checked and signed for by **The Client.**

b) **The Client** represents to **The Designer** and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to **The Designer** for inclusion in **The Client**'s web site are owned by **The Client**, or that **The Client** has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend **The Designer** and its subcontractors from any claim or suit arising from the use of such elements furnished by **The Client**.

c) **The Designer** represents to **The Client** and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to **The Client** for inclusion in **The Client**'s web site are owned by **The Designer**, or that **The Designer** has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend **The Client** from any claim or suit arising from the use of such elements furnished by **The Designer**.

8. CANCELLATION

a) Either party may cancel this agreement in writing. In the event of the cancellation of this assignment, or any delay of more than 90 days, we will invoice you for the greater of either:

> (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or
> (2) 20% of the agreed-upon estimate plus expenses,

...and this contract shall be considered fulfilled by **The Designer**. All incomplete work will remain the property of **The Designer**. All payments already made will first be applied to these charges. In the event of **The Designer** cancelling this agreement, any unused funds from the deposits will be refunded within 30 days.

9. CONFIDENTIALITY

a) **The Designer** will maintain the confidentiality of **The Client**'s source materials, technical and marketing plans and all other sensitive information.

b) Any corporate secret documents provided to **The Designer** by **The Client** will be returned to **The Client** immediately upon request, or at the completion of the contract, whichever occurs first.

10. *SINGLE POINT OF CONTACT*

a) To prevent delays in the execution of this contract, both **The Designer** and **The Client** will have a designated single point of contact. This person should be of seniority and authorized to agree all contractual and deliverable aspects of the web development.

11. *CLIENT / THIRD PARTY AMENDMENTS*

a) Development of the website under this contract is the responsibility of **The Designer**. Should the design, usability or functionality of the website be compromised by **The Client** or any third party contractor under their instruction, **The Designer** may, at their sole discretion, invoice for any remedial work required.

12. *LEGAL AGREEMENTS*

a) **The Designer** will not be liable to **The Client** or to any third party for any damages arising from the use of web site.

b) **The Designer** and **The Client** agree that any dispute arising out of this Agreement shall first be resolved by mediation, if possible. This contract was entered into in {location of jurisdiction}, and any necessary arbitration or litigation will take place in this county.

c) **The Designer** shall not be liable for any delay or failure to perform any part of the Agreement to the extent that such delay or failure is caused by fire, flood, weather, explosion, accident, war, strike, embargo, government requirement, civil or military authority, Act of God, civil unrest, inability to secure material or labour or any other cause beyond its reasonable control.

d) This Agreement may have attachments consisting of one or more initialled and dated CHANGE ORDERS, whose terms shall become part of this contract.

e) If any term of this Agreement or its application is judicially or otherwise held to be invalid or unenforceable, or if the parties mutually agree in writing to any variation or revision of this Agreement, the remainder of this Agreement and its application shall not be affected and this Agreement shall remain in full force and effect.

13. *MAINTENANCE / TECHNICAL SUPPORT*

a) The Designer will correct any errors free of charge for a period of 30 days from completion of contract. Changes relating to modifying correct content or additional pages are not covered by maintenance, and will be invoiced at our normal hourly rate.

b) This contract does not include technical support for any items unrelated to the terms of reference. Email issues and general PC / Network issues should be directed to **The Client**'s technical support people. Correction of any technical issues not related to this web development contract may be declined or charged at **The Designer**'s normal hourly rate, at **The Designer**'s discretion.

c) Ongoing maintenance of this website will be covered by a separate Maintenance Contract, or may be charged on a per-issue basis at **The Designer**'s normal hourly rate (charged in 30-minute intervals)

14. ESTIMATE AND PAYMENT ARRANGEMENTS

a) **The Designer** estimates that the cost for producing the site described in the attached Client Consultation Document will be made up as follows;

{List of provided services, for example a-d here}

_____ Domain Name Registration: ${cost}

_____ Hosting/Email setup and maintenance: ${cost} (per year)

_____ Logo Rework: ${cost} (to provide digital version of existing logo)

_____ Website Design and Development: ${cost}

Please indicate which of the above services are required by initialling each line.

b) Payment shall be made as follows:

   a. A 50% deposit of the total estimated cost will be invoiced at the start of the contract, and becomes due immediately.

   b. The full outstanding balance in the amount, plus agreed CHANGE ORDERS and ancillary costs, is due upon completion of site as specified, **before site is published live on the Internet.**

   c. Recurring charges for domain registration and web hosting will become due as they are incurred.

c) If the web site production process takes longer than 60 days, billing will switch to semi-monthly and will be based on the balance due, while still honouring this estimate, with invoices sent on the 15th and last day of each month.

_____   _____

The Designer   Date

_____   _____

The Client   Date

Please return your signed copy of the contract by post, fax or email to

{The Developer}
{ Developer's Postal Address}

{ Developer's Email Address}

{Developer's Fax Number}

We will sign and return a copy of the contract to you for your records. Work will commence upon clearance of your payment for the 50% deposit. Payment may be made by check, cash, PayPal or Direct Deposit. Banking details are available upon request.