

WEB SITE DESIGN AGREEMENT

TABLE OF CONTENTS

SECTION 1 NATURE AND PURPOSE OF AGREEMENT

RECITALS

SECTION 2 DEFINITIONS

2.1 Agreement

2.2 Person

2.3 Internet

2.4 Web Site

SECTION 3 SERVICES AND FEES

3.1 Services and Fees

SECTION 4 WEB SITE DEVELOPMENT

4.1 Authorization

4.2 Project Specifications and Project Management

4.3 Text

4.4 Photos and Graphic Images

4.5 Video

4.6 Music

4.7 Domain Names

4.8 Web Hosting

4.9 Software

4.10 Review and Testing Process

4.11 Changes and Modifications

4.12 Future Updates

4.13 Completion Date

4.14 Assignment of 3rd Party

4.15 Delivery of Content and Material

SECTION 5 PAYMENTS AND FEES

5.1 Payment Policy

5.2 Late Payment Fees

5.3 Significant Purchases

5.4 Reimbursement Policy

SECTION 6 TERMINATION

6.1 Term and Termination

SECTION 7 GENERAL PROVISIONS

7.1 Warranty and Limitation of Liability

7.2 Electronic Commerce

7.3 Copyrights and Trademarks

7.4 Copyright to Web Pages

7.5 Separate Business Activities

7.6 Notices

7.7 Damages

7.8 Representation And Warranty

7.9 Entire Agreement

7.10 Severability

7.11 Force Majeure

7.12 Gender

7.13 Headings

7.14 Attached Exhibit(s)

7.15 Language

7.16 Interpretation of Agreement

7.17 Counterparts

7.18 Applicable Law

SIGNATURE PAGE

EXHIBIT A - SERVICES AND FEES

EXHIBIT B - PROJECT SPECIFICATIONS SCHEDULE

EXHIBIT C - ARBITRATION AND PROCEDURES CLAUSE.

1 Exclusive Remedy

2 Place of Arbitration

3 Costs and Fees

4 Procedure

5 Injunctions and Other Equitable Relief

EXHIBIT D - CONFIDENTIALITY CLAUSE.

WEB SITE DESIGN AGREEMENT

THIS WEB SITE DESIGN AGREEMENT is made and entered into effective for all purposes and in all respects as of the _____ day of _____ [MONTH], 200_ by and among

Web Developer : Name:	ADDRESS: Phone: Email:
Client : Name:	ADDRESS: Phone: Email:

hereinafter collectively called the "Parties" and individually called a "Web Developer" or "Client"

SECTION 1 NATURE AND PURPOSE OF AGREEMENT

This Agreement establishes an understanding between the Parties and as such all Parties agree to be bound by its Terms and Conditions. This Agreement shall not become binding upon the Parties until it has been signed by all Parties involved in this Agreement.

RECITALS

WHEREAS, the Parties desire to enter into a web site design agreement in order to set forth the details of their relationship and the governance and management of the web site design project;

WHEREAS, the Parties hereto desire to set forth in full the terms and conditions of their agreements and understandings.

NOW THEREFORE, in consideration of the premises and the mutual agreements and representations herein contained, and intending to be legally bound hereby, the Parties agree as follows:

SECTION 2 DEFINITIONS

As used in this Agreement the terms listed below will have the meanings stated below, and other terms defined elsewhere will have the meanings there ascribed to them.

2.1 Agreement. Shall mean and refer to this Web Site Design Agreement.

2.2 Person. Shall mean a natural person, partnership, corporation, unincorporated association, trust, estate or any other entity.

2.3 Internet. Shall mean the worldwide system of computer networks.

2.4 Web Site. Shall mean one or more web pages available on the Internet containing information about the Client.

SECTION 3 SERVICES AND FEES

3.1 Services and Fees. The Web Developer agrees to offer the Client all the services as outlined in Exhibit A – Services and Fees.

SECTION 4 WEB SITE DEVELOPMENT

4.1 Authorization. The Client hereby requests the services of the Web Developer for the development and/or improving the Client's web site that is presently being hosted on (ENTER INFORMATION CONCERNING HOSTING COMPANY). The Client hereby authorizes the Web Developer to access the Client's hosting services account and authorizes the hosting company to provide the Web Developer with full access to any of the Client's directories or programs which need to be accessed for this project.

4.15 Delivery of Content and Material. The Client shall deliver all the contents and materials required for the project and in the formats that were agreed upon. If the Client can not deliver the contents and/or materials as per the deadline outlined in the Project Specifications Schedule, then the Client must notify the Web Developer of possible delays and when will a new timetable of the contents and/or materials be delivered. The Web Developer will not be responsible for any delays or missed target dates due to the late delivery or non-delivery of contents and/or materials on the part of the Client. Additional fees may be charged to the Client for any late delivery of contents and/or materials.

SECTION 5 PAYMENTS AND FEES

5.1 Payment Policy. Approximately ____ % of the total contract price is due and payable prior to the commencement of the project. The Client will make a series of payments upon the completion of milestones as outlined in the Exhibit B - Project Specifications Schedule. All payments will be made in US funds.

5.2 Late Payment Fees. Delinquent bills will be assessed a \$_____ charge if payments are not received within 30 days of due date. If the amount still remains delinquent after 30 days an additional _____% penalty will be added based on the amount due.

5.3 Significant Purchases. The Web Developer will require the Client's written approval if any significant purchases need to be made that are not outlined in this Agreement.

5.4 Reimbursement Policy. If the Client wishes to terminate the contract and provides a 30 day written notice he may be entitled to a refund if applicable. All work completed up to the notification shall be billed at the hourly rate and will be deducted from the initial payment and if applicable a refund will be given to the Client. If at the time of notification the work that was completed exceeds the amount of the initial payment, the Client shall be liable to for all the work completed at the hourly rate of the Web Developer. No portion of the initial payment will be refunded unless written notification is given 30 days of signing this Agreement.

SECTION 6 TERMINATION

6.1 Term and Termination. This Agreement shall become effective when signed by all Parties and shall remain in effect until the completion of the project or terminated by either of the Parties involved. Either party may terminate this Agreement by providing the other party with a 30 day written notice.

SECTION 7 GENERAL PROVISIONS

7.1 Warranty and Limitation of Liability. The services and use of the web site are delivered without warranty of any kind, including, without particular purpose. In no event will either party be liable for indirect, special, incidental, or consequential damages, loss of profits, loss of use, or data or interruption of business arising in any way out of this agreement, whether such alleged damages are labelled in tort, contract, or indemnity, even if such party has been advised of the possibility of such damages. Because some jurisdictions do not allow the exclusion or limitation of liability for incidental or consequential damages, the above limitations may not apply in all cases.

7.2 Electronic Commerce. Governments may enact laws and levy taxes and tariffs affecting the Internet and electronic commerce. The Client agrees that he is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend the Web Developer and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the Client's usage of the Internet and electronic commerce.

7.3 Copyrights and Trademarks. The Client unconditionally guarantees to the Web Developer that any elements of text, graphics, photos, designs, trademarks, or other works provided to the Web Developer by the Client for inclusion in the web pages are owned by the Client or that the Client has permission from the rightful owner to use the material. The Client will hold harmless, protect and defend the Web Developer and its subcontractors from any claim or suit arising from the use of the materials provided by the Client.

EXHIBIT C
ARBITRATION AND PROCEDURES CLAUSE.

1. **Exclusive Remedy.** After a [e.g., thirty (30)] day waiting period (the “Waiting Period”), any dispute, controversy, or claim arising out of or relating to this Agreement, or the formation, breach, termination or invalidity thereof, shall be settled by submission to final, binding and non-appealable arbitration (“Arbitration”) in accordance with the Rules of the American Arbitration Association (the “Association”), as then in effect, except as varied or excluded by this Agreement, without any right by any party to a trial de novo in a court of competent jurisdiction. During the Waiting Period, the parties shall work diligently and in good faith and use their best efforts to amicably resolve the dispute.

2. **Place of Arbitration.** The Arbitration shall be conducted in [City], [State], by the Regional Office of the Association.

3. **Costs and Fees.** Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. The fees of the arbitrators shall be divided evenly between the parties.

4. **Procedure.** The parties shall follow the procedures described below:

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EXHIBIT D
CONFIDENTIALITY CLAUSE.

All Parties agrees that they shall not for themselves or on behalf of any other Person (whether as an individual, agent, servant, employee, employer, officer, director, shareholder, investor, principal, consultant or in any other capacity) directly or indirectly use or disclose to any Person any Confidential Information, unless required by applicable laws or judicial or regulatory process.

Confidential Information means information considered confidential by the Parties including but not limited to: customer lists, trade secrets, proprietary information, know-how, marketing and advertising plans and techniques, the

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