

# WEB DESIGN AGREEMENT

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This Web Design Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[DESIGNER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. sole proprietor / limited liability company] (or an individual residing at [DESIGNER ADDRESS]) ("**Designer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Designer and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client wishes to engage Designer to design and build a website, and Designer wishes to perform that work, on the terms below. The project is described in **Schedule A** (Project Specification). In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Services

**1.1 Services.** Designer will design and develop the website described in **Schedule A** (the "**Website**"; the work and assets, the "**Deliverables**") with reasonable skill and care consistent with professional web design standards.

**1.2 Project specification.** **Schedule A** describes the project, including page count, key features, target platform or content management system, responsive and accessibility requirements, and supported browsers.

**1.3 Client responsibilities.** Client will provide timely access to content, copy, images, brand assets, domain and hosting access, feedback, and approvals. Designer is not responsible for delays caused by Client's failure to meet these responsibilities, and timelines and fees may be equitably adjusted.

**1.4 Out of scope.** Work not described in **Schedule A**, including additional pages, features, integrations, copywriting, or ongoing maintenance, is out of scope and requires a written change order under Section 6.

## 2. Project Phases and Milestones

**2.1 Phases.** Unless **Schedule A** states otherwise, the project proceeds through [discovery, design, development, testing, and launch] phases, each with the deliverables and milestone dates set out in **Schedule A**.

**2.2 Design approval.** Designer will present design mockups or prototypes for the agreed pages. The fee includes [NUMBER, e.g. two (2)] rounds of revisions per design phase. Additional rounds are billed at [RATE] or as stated in **Schedule A**.

**2.3 Client review.** Client will provide consolidated written feedback or approval within [NUMBER, e.g. 5] business days of each submission. A milestone is deemed approved if Client does not respond within that period.

after Designer's written reminder.

**2.4 Testing and acceptance.** On completion of development, Designer will make the Website available for Client review on a staging environment. Client will test and report defects in writing within **[NUMBER, e.g. 10]** days. Designer will correct material defects that prevent the Website from functioning as specified. The Website is deemed accepted on Client's written approval or first production use.

### 3. Fees and Payment

**3.1 Fees.** Client will pay the fees stated in **Schedule A**, in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

**3.2 Deposit and milestones.** Client will pay a non-refundable deposit of **[e.g. 50% / AMOUNT]** before Designer begins work, with the balance billed on the milestones in **Schedule A**.

**3.3 Invoicing and payment.** Client will pay each undisputed invoice within **[NUMBER, e.g. 15]** days of the invoice date.

**3.4 Expenses and third-party costs.** Client is responsible for third-party costs such as hosting, domain registration, stock assets, fonts, plugins, and paid services, which Designer may pass through with prior approval.

**3.5 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Designer may suspend work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid.

**3.6 Taxes.** Client is responsible for all sales, use, and similar taxes arising from the Services, except taxes based on Designer's net income.

### 4. Intellectual Property and Ownership

**4.1 Assignment of Deliverables.** On Client's full payment of all fees, Designer assigns to Client all right, title, and interest in the final custom Deliverables created specifically for Client under this Agreement, excluding Designer Tools and Third-Party Materials.

**4.2 Designer tools.** Designer retains ownership of its pre-existing code, frameworks, libraries, and general-purpose tools ("**Designer Tools**"). To the extent any Designer Tools are embedded in the Website, Designer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of the Website.

**4.3 Third-party and open-source materials.** Themes, plugins, fonts, stock assets, and open-source components ("**Third-Party Materials**") remain subject to their own licenses. Designer will identify material Third-Party Materials, and Client is responsible for maintaining any required licenses or subscriptions.

**4.4 Source files.** Designer will deliver the source files and access credentials for the Website on final payment, as stated in **Schedule A**.

**4.5 Portfolio rights.** Designer may display the Website and describe the project in its portfolio and may include a discreet credit and link in the Website footer, unless **Schedule A** restricts this.

### 5. Hosting, Maintenance, and Support

**5.1 Hosting.** Unless **Schedule A** states that Designer provides hosting, Client is responsible for arranging and paying for hosting and the domain.

**5.2 Warranty period.** For **[NUMBER, e.g. 30]** days after acceptance, Designer will correct material defects in the delivered Deliverables at no additional charge. This warranty excludes issues caused by Client changes,

third-party updates, hosting, or content.

5.3 **Maintenance.** Ongoing maintenance, updates, and support are out of scope and available under a separate agreement or as stated in **Schedule A**.

## 6. Change Orders

6.1 **Requests.** Either Party may request a change to scope, deliverables, or schedule. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and timeline.

6.2 **No obligation until signed.** Designer is not obligated to perform out-of-scope work until a change order is signed.

## 7. Term and Termination

7.1 **Term.** This Agreement begins on the Effective Date and continues until the Website is accepted, unless terminated earlier.

7.2 **Termination for convenience.** Either Party may terminate on [NUMBER, e.g. 15] days' prior written notice. Client will pay for all Services performed and third-party costs incurred through the termination date, and the deposit is non-refundable. Designer assigns rights only in work paid for.

7.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 10] days after written notice describing the breach.

7.4 **Survival.** Sections 3 (for accrued amounts), 4, 8, 9, and 10 survive termination.

## 8. Representations and Warranties

8.1 **By Designer.** Designer represents that the custom Deliverables will be its original work or properly licensed and will perform substantially as described in **Schedule A** during the warranty period.

8.2 **By Client.** Client represents that content and materials it provides are accurate, lawful, and do not infringe third-party rights.

8.3 **Disclaimer.** Except as expressly stated, the Deliverables are provided without other warranties, express or implied, including merchantability and fitness for a particular purpose, and Designer does not warrant uninterrupted or error-free operation.

## 9. Indemnification and Limitation of Liability

9.1 **By Designer.** Designer will defend Client against third-party claims that the custom Deliverables, as delivered by Designer and excluding Client content and Third-Party Materials, infringe that party's intellectual property rights, and will indemnify Client for resulting damages, subject to Section 9.3.

9.2 **By Client.** Client will defend Designer against third-party claims arising from Client content, Client-directed features, or Client's use or operation of the Website, and will indemnify Designer for resulting damages.

9.3 **Limitation.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data. Except for the indemnification obligations and a Party's gross negligence or willful misconduct, each Party's total aggregate liability will not exceed the total fees paid or payable under this Agreement.

## 10. General Provisions

10.1 **Independent contractor.** Designer is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger or sale of substantially all assets, on written notice.

10.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.5 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, provided it gives prompt notice and uses reasonable efforts to mitigate.

10.6 **Entire agreement; amendment.** This Agreement, together with **Schedule A** and any change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.7 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.8 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

### Schedule A — Project Specification

- Project description: [DESCRIPTION] - Pages / sitemap: [LIST] - Key features / integrations: [LIST] - Platform / CMS: [e.g. WordPress, custom] - Responsive / accessibility requirements: [DESCRIBE] - Supported browsers: [LIST] - Hosting / domain responsibility: [Client / Designer] - Phases and milestone dates: [DATES] - Revision rounds included: [NUMBER] - Warranty period: [DAYS] - Third-Party Materials: [LIST] - Fees, deposit, and payment schedule: [AMOUNTS AND TERMS] - Portfolio / footer credit: [permitted / restricted]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

#### DESIGNER

#### CLIENT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE or N/A]

Title: [TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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