

# WEB DEVELOPMENT AGREEMENT

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

[DEVELOPER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] (or individual) with its principal place of business at [DEVELOPER ADDRESS] ("**Developer**"); and

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

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

**Recitals.** Client wishes to engage Developer to design, build, and deliver a website and related functionality, and Developer wishes to perform that work, on the terms below. The specific website, features, and deliverables are described in the attached **Exhibit A (Project Specification)**. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Scope of Work

**1.1 The Project.** Developer will design, develop, test, and deliver the website and related deliverables described in Exhibit A (collectively, the "**Project**" and the "**Deliverables**"), using reasonable skill and care and in a professional and workmanlike manner consistent with generally accepted industry standards.

**1.2 Specification controls.** Exhibit A describes the agreed pages, features, integrations, supported browsers and devices, and any third-party services. Work not described in Exhibit A is out of scope unless added by a change order under Section 1.4.

**1.3 Assumptions and dependencies.** Developer's estimates and timeline assume Client provides content, credentials, and approvals on time and that third-party platforms function as documented. Developer is not responsible for delays caused by Client or by third-party services outside Developer's reasonable control.

**1.4 Change orders.** Either Party may request a change to the Project. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule. Developer is not obligated to begin out-of-scope work until a change order is signed.

## 2. Project Timeline and Milestones

**2.1 Schedule.** Developer will perform the Project according to the milestone schedule in Exhibit A, beginning on [START DATE] with target delivery on or about [TARGET DELIVERY DATE].

**2.2 Client review windows.** Client will review and approve each milestone deliverable within [NUMBER, e.g. 5] business days of receipt. If Client does not respond within that window, the deliverable is deemed accepted for the purpose of continuing the Project, without waiving Client's warranty rights.

**2.3 Delays.** If a milestone is delayed by Client's late content, approvals, or payment, the overall schedule and any dependent dates extend by at least the length of the delay, and Developer may reschedule the work around other commitments.

### 3. Fees and Payment

**3.1 Fees.** Client will pay Developer the total fee of [AMOUNT] in [CURRENCY, e.g. US dollars], payable as set out in Exhibit A (for example, a [PERCENTAGE] deposit on signing and the balance on milestone completion). Fees are exclusive of taxes.

**3.2 Deposit.** Unless Exhibit A says otherwise, the deposit is non-refundable except for Developer's failure to commence the Project, and is applied against the final invoice.

**3.3 Invoicing.** Developer will invoice Client [ON MILESTONE COMPLETION / MONTHLY / AS STATED IN EXHIBIT A]. Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

**3.4 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. Developer may suspend work on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

**3.5 Expenses and third-party costs.** Client is responsible for third-party costs identified in Exhibit A (for example, hosting, domains, paid plugins, fonts, stock media, and API fees), either paid directly by Client or reimbursed to Developer at cost with prior approval.

### 4. Client Responsibilities and Content

**4.1 Materials.** Client will provide all text, images, logos, brand assets, and other content ("**Client Content**") and the access credentials Developer reasonably needs, in usable formats, on the schedule in Exhibit A.

**4.2 Rights in Client Content.** Client represents that it owns or has the right to use all Client Content and that Developer's use of it as directed will not infringe any third party's rights. Client is responsible for clearing any licensed media it supplies.

**4.3 Decisions and approvals.** Client will designate a single primary contact with authority to give approvals and make decisions, to keep the Project moving.

### 5. Acceptance and Testing

**5.1 Delivery for acceptance.** When Developer completes the Project (or a milestone designated for acceptance), Developer will deliver it for testing against the acceptance criteria in Exhibit A.

**5.2 Acceptance period.** Client has [NUMBER, e.g. 7] business days to test and either accept the Deliverable or give Developer a written list of specific failures to meet the acceptance criteria. Developer will correct verified failures and redeliver. The Deliverable is accepted when it meets the criteria, or when Client uses it in production, or when the acceptance period passes without a written list of failures.

**5.3 Cosmetic and minor items.** Minor cosmetic items that do not prevent the Deliverable from meeting the acceptance criteria do not delay acceptance and will be addressed within reason as part of launch.

### 6. Intellectual Property and License

**6.1 Deliverables.** Subject to Client's full payment of all fees due, Developer assigns to Client all right, title, and interest in the final, accepted Deliverables created specifically for Client, excluding Developer's Background IP and Tools and any third-party or open-source components.

**6.2 Developer Background IP and Tools.** Developer retains ownership of its pre-existing materials, frameworks, libraries, code snippets, and general-purpose tools and components ("**Tools**"). To the extent Tools are embedded in a Deliverable, Developer grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of that Deliverable.

**6.3 Third-party and open-source components.** Some components are licensed from third parties or under open-source licenses and are provided under, and remain subject to, those licenses. Developer will identify material third-party and open-source components in Exhibit A or on request.

**6.4 Portfolio rights.** Unless Client gives written notice otherwise, Developer may display the public-facing Project and a description of the work in Developer's portfolio and marketing, without disclosing Client's Confidential Information.

## 7. Hosting, Maintenance, and Support

**7.1 Launch.** Developer will assist with deploying the accepted Project to Client's hosting environment as described in Exhibit A. Client is responsible for procuring and paying for hosting, domains, and ongoing third-party services in its own name unless Exhibit A states otherwise.

**7.2 Warranty period.** For **[NUMBER, e.g. 30]** days after acceptance, Developer will correct, at no additional charge, reproducible defects that cause the Project to materially fail to conform to Exhibit A, excluding issues caused by Client changes, third-party services, or content Client supplied.

**7.3 Ongoing maintenance.** Maintenance, updates, new features, and support after the warranty period are not included and are available, if at all, under a separate maintenance agreement or a change order at Developer's then-current rates.

## 8. Confidentiality

**8.1 Definition.** "**Confidential Information**" means non-public information disclosed by one Party to the other that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including business plans, credentials, pricing, and unreleased content.

**8.2 Obligations.** The receiving Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and contractors who need it and are bound by similar obligations.

**8.3 Exclusions.** These obligations do not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

## 9. Warranties and Limitation of Liability

**9.1 Developer warranty.** Developer warrants that the Services will be performed in a professional and workmanlike manner and that, to its knowledge, the Deliverables it originates do not infringe third-party intellectual property rights. Except as stated, the Deliverables are provided "as is" and Developer disclaims all other warranties, express or implied, including merchantability and fitness for a particular purpose.

**9.2 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, even if advised of the possibility.

**9.3 Liability cap.** Except for a Party's confidentiality breach, infringement indemnity, or gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the

total fees paid or payable by Client under this Agreement.

10. Term, Termination, and General Provisions

10.1 **Term.** This Agreement begins on the Effective Date and continues until the Project is completed and accepted, unless terminated earlier under this Section.

10.2 **Termination for convenience.** Either Party may terminate on [NUMBER, e.g. 15] days' prior written notice. On termination, Client will pay for all work performed and non-cancelable costs incurred through the effective date, and Developer will deliver work product for which Client has paid.

10.3 **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.

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

10.5 **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].

10.6 **Notices; assignment; force majeure.** Notices must be in writing and are effective on receipt. Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all assets. Neither Party is liable for delay caused by events beyond its reasonable control.

10.7 **Entire agreement.** This Agreement, with its exhibits and 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. It may be signed in counterparts and by electronic signature.

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

DEVELOPER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE]
Date: _____	Date: _____

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