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Website Design Agreement

This Website Design Agreement (hereinafter "Agreement"), is made effective as of _____ by and between the following parties:

_____, hereinafter referred to as "Client," having an address at

Email: _____

and

_____, hereinafter referred to as "Web Professional," having an address at

Email: _____

Article 1 - PURPOSE AND SCOPE:

This Agreement sets forth the terms and conditions whereby Web Professional agrees to perform certain services ("Services," as define below) for Client related to the design of Client's Website, the details of which are below. Web Professional will be engaged solely and exclusively for the limited purpose of providing these Services to Client.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES:

The Client hereby engages the Web Professional and the Web Professional accepts such engagement to provide the following Services for the Client: design of Client's Website.

The details of the Website are as follows:

Website Name: _____

Website Address: _____

Website Description:

The specific Services that the Web Professional will be providing for the website design are as follows:

Article 3 - WEB HOSTING:

Client understands and agrees that a separate web hosting package is required for the Website. Client agrees to purchase and maintain such web hosting throughout the duration of this Agreement.

Article 4 - DOMAIN NAME:

Web Professional has no right, title, or interest in and to Client's domain name. Domain registration will be the Client's responsibility.

Article 5 - PROFESSIONAL WARRANTIES:

Web Professional represents and warrants that Web Professional has the knowledge, skills, and experience necessary to perform the Services. Web Professional agrees that all intellectual property produced through the Services will be entirely original and will not infringe upon the intellectual property of any third party. Web Professional also guarantees that the final works produced through the Services ("the Works") will be free from any plagiarism or likeness to Works not belonging to or created by Web Professional. The Works will become the intellectual property of Client, free and clear,

as a work-made-for-hire.

The deadline for the completed Works to be delivered to the Client is as follows:

_____.

The Client agrees not to alter the Works unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Article 6 - E-COMMERCE:

The Parties agree that Client is solely and exclusively responsible for complying with all laws related to e-commerce and online business. Client will defend and hold Web Professional harmless from any claim, demand, lawsuit, cost, penalty, or expense arising out of or relating to Client's use of internet commerce.

Article 7 - FEES AND EXPENSES:

Client will be billed through an invoicing system per project, at the completion of each project.

The per project fees for the projects envisioned under this Agreement are as follows:

Payment will be made within the following amount of time after receipt of the invoice: _____. For past due invoices, a late fee of the following will apply:

The Works will begin at the execution of this Agreement as well as when Web Professional receives the following retainer: \$2 (two US dollars). Billing will be assessed against the retainer until it has been used up.

Web Professional's fees include the following number of edit rounds per Client Work: 2. These edits include the following components:

If Web Professional shall not hear from Client within the following specified number of days, the Works shall be considered accepted with no further changes permitted: 2.

If the Client wishes to alter the Works beyond the initial description of the Works listed and beyond the included edits, Web Professional will still be owed all fees invoiced before any additional edits are made. Web Professional shall then invoice for additional edits, which will be determined at the time the edits are discussed.

The Client agrees to reimburse pre-approved expenses and costs as indicated on invoices. Such expenses and costs shall be accompanied by receipts and reasonable supporting documentation. The Parties will agree on the expenses prior to the expenses being incurred.

Article 8 - TAXES:

Web Professional herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Web Professional and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

Article 9 - MAINTENANCE:

Web Professional will be responsible for maintenance of the Website on a monthly basis. Such maintenance shall include the following activities:

Monthly fees for maintenance are as follows: \$2 (two US dollars). Monthly fees for maintenance shall be due to Web Professional on the following day of each month: 1st.

Article 10 - DELIVERABLES AND MILESTONES:

All Works are to be completed and wrapped up by _____.

Web Professional agrees to the following milestones:

Article 11 - MATERIALS:

Client agrees to provide the following materials for Web Professional's use, solely and exclusively to perform the Services:

Article 12 - LIMITATION OF PURPOSE:

Client agrees that Client may only use the Works created by Web Professional for the limited purposes outlined by this Agreement. Specifically, the Works may be used for the following purposes:

Should Client use the Works for any other purpose, Web Professional is free to pursue all remedies available under the law, including an action for intellectual property infringement.

Article 13 - EXPANSION OF SCOPE:

If any Services beyond those expressly outlined in this Agreement are contemplated, including any additional edits to the Works as discussed above, Client will submit a written request to Web Professional for additional Services. Web Professional will then evaluate such work and if available, send Client a quote. Client and Web Professional are under no obligation to work with each other at the termination of this Agreement or the completion of the Services contemplated hereunder.

Article 14 - NONEXCLUSIVITY:

Client and Web Professional hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Web Professional shall be free to continue working for and taking on new clients, without regard to Client. Web Professional does not need Client approval for any such work.

Article 15 - CLIENT LEGAL REQUIREMENTS:

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products are lawful. Web Professional shall not be responsible for any legal, technical, or regulatory specifications.

Article 16 - TERMINATION:

This Agreement shall end on the following date: _____. The Parties may terminate this Agreement prior to the specified end date by giving notice in writing. Notice shall be given at least the following amount of time before termination: _____.

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party. However, if Client finds the Works unsatisfactory, Web Professional shall be given the following amount of time to cure the Works: _____.

This agreement will also immediately terminate upon the death of the Web Professional or Client, the inability of the Web Professional to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Web Professional in any manner, or the filing of any petition by or against the Client or Web Professional under federal or state bankruptcy or insolvency laws.

Upon termination, all fees and reimbursements shall be paid and provided to the Web Professional as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Web Professional shall promptly after such expiration or termination:

- If applicable, deliver to the Client all deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Web Professional's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
- Permanently erase all of the confidential or proprietary information from any of the Web Professional's computer systems; and
- Certify in writing to the Client that Web Professional has complied with the requirements of this clause.

Article 17 - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Web Professional hereby acknowledges and agrees that Web Professional may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or

obtained over time, with significant resources involved. Web Professional understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Web Professional agrees that they shall:

I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;

II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;

III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;

IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;

V) Inform Client immediately if Web Professional becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

Article 18 - INTELLECTUAL PROPERTY:

Web Professional agrees that all inventions, trade secrets, confidential and/or proprietary information, and work-product conceived, created or developed by Web Professional which are a used for the limited purposes outlined by this Agreement, b related to the Client's actual business or research and development, or c developed, made, or discovered by Web Professional in the course of the performance of Web Professional's duties for the Client, i.e. all of the Works created, shall be the property of the Client. Web Professional hereby assigns to the Client the entire right, title, and interest in and to the Works only for the limited purposes as outlined elsewhere in this Agreement, including all necessary copyrights, patents, trademarks, or other intellectual property rights relating to all Works.

Article 19 - PORTFOLIO USE:

Notwithstanding the foregoing, Web Professional shall be permitted to use all Works in Web Professional's professional portfolio, after such Works have been made public by the Client. Nothing contained herein shall limit Web Professional's such right.

Article 20 - CREDIT:

Client shall credit Web Professional's names on the Website created hereunder in a manner agreed to by the Parties in writing prior to the online publication of the Website.

Article 21 - INDEMNIFICATION:

Web Professional and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 22 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 23 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Web Professional will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 24 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the Works provided hereunder: _____.

Article 25 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 26 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 27 -**Article 28 -****Article 29 - HEADINGS:**

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 30 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Web Professional relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client:

Name: _____

Signature: _____

Web Professional:

Name: _____

Signature: _____