



FreeTime Web Design  
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## Website Development Agreement (SAMPLE)

It is our intent to serve our Clients to the best of our ability. One way we do this is by having a simple, yet clear agreement between FreeTime Web Design and the Client.

This **WEBSITE DEVELOPMENT AGREEMENT** (this "Agreement") is entered into on this 1st day of January, 2012 ("Effective Date") between FreeTime Web Design and ABC Company (the "Client") located at 123 Main St, Anytown, AZ 85000.

These are the terms of our agreement together:

**1. Purpose and Authorization.** The Client is engaging FreeTime Web Design, for the purpose of developing and/or improving a website to be installed on the Client's web space on a web hosting service's computer. The Client authorizes FreeTime Web Design to access this account, and authorizes the web hosting service to provide FreeTime Web Design with "write permission" for the Client's web space.

**2. Website Content.** The Client agrees to provide FreeTime Web Design ALL content for the website such as text, images, video and sound in an electronic format. All content is to be arranged by each web page as listed in the Section 10 "Estimated Costs". Client understands that FreeTime Web Design may choose not begin to customize the website until all content is received. If the Client does not supply FreeTime Web Design complete text and graphics content for all web pages contracted for by the Completion Date as listed in Section 13 of the Agreement, the entire amount of the Agreement becomes due and payable.

**3. Designated Client Representative.** To ensure effective communication and an efficient design process between the Client and FreeTime Web Design, the Client agrees to designate a single representative to work directly with FreeTime Web Design. The representative will ensure ALL content has reached final approval within their organization before submitting the finalized content to FreeTime Web Design.

Designated Client Representative Information

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Changes made to content that has already been submitted by the representative may result in additional charges at a minimum rate of \$50 per hour.

**4. Web Hosting.** The Client understands that any web hosting services require a separate contract with a web hosting service. The Client agrees to select a web hosting service which allows FreeTime Web Design full access to the website. The Client understands that certain features may need to be activated and/or purchased from the web hosting service in order for the web site to function properly. FreeTime Web Design will work with the Client to ensure the correct hosting features are

installed on the hosting server. If needed, FreeTime Web Design can also provide a list of web host providers who support the technology required for the Client's website.

**5. Website Maintenance.** The Client understands that once the website is completed and installed to the Clients web space the Client takes on the responsibility of maintaining all aspects the site, such as text, images, video and sound files. FreeTime Web Design will provide a list of Content Management System (CMS) which will assist the Client in maintaining the site. The Client is responsible for the cost of the CMS. FreeTime Web Design will make changes to the site per the Clients request which will be billed at the rate posted on FreeTime Web Design's website.

**6. Assignment of Project.** FreeTime Web Design reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

**7. Legal Stuff.** FreeTime Web Design does not warrant that the functions contained in the website will be uninterrupted or error-free. In no event will FreeTime Web Design be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or website. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

**8. Copyrights and Trademarks.** The Client represents to FreeTime Web Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to FreeTime Web Design for inclusion in web pages 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 FreeTime Web Design and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

**9. Copyright to WebPages.** FreeTime Web Design through an agreement has been provided the use of a 3<sup>rd</sup> party website template. The template may be used by FreeTime Web Design to build a website for the Client. These templates are owned by the 3<sup>rd</sup> party provider and the Client agrees they may not put them on a diskette, CD, website or any other medium and offer them for redistribution or resale.

Upon final payment of this contract, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, source files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. FreeTime Web Design and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

**10. Website Pricing & Additional Services and Fees.** FreeTime Web Design pricing, services and fees are as follows.

Website Pricing. The cost for a site is \$750.00 which includes,

- a website template from our gallery
- up to 10 customized web pages with Client's provided content
- 1 additional blank template web page. This can be used by the Client to create additional web pages for their site, email marketing, etc
- Publishing of the final approved site to the Client's web space or CD ROM.
- Temporary and secured web space on [www.freetimewebdesign.com](http://www.freetimewebdesign.com) where the Client can follow the progress of the work during the customization phase.
- unlimited E-mail support with the developer during customization phase
- Web site submission to Google, Yahoo and Bing.

Additional Services and Fees

- **Web Template selected outside our gallery** – Actual cost of template from 3<sup>rd</sup> party provider. Typically \$35 to \$90 per template.
- **Additional Web Pages** – \$75 per page. This is for each page over to the allotted 10 which are include in the cost of the website.
- **Logo Design** - \$150 per design. FreeTime Web Design will provide Client with source file used in the creation of the logo along with three additional jpeg versions of the file. (color, grayscale and black and white.
- **HTML E-mail marketing template** - \$75 per template. Design will be similar to website template unless otherwise instructed by the Client
- **Professional Content Writing** - \$100 locator fee. FreeTime will help you locate and hire a professional content writer for your website. Client is responsible for paying the writer directly for services.
- **Keyword Phrase Research** - \$500 for keyword research for up to five web pages.
- **Other services and fees** – The Client and FreeTime may agree to provide additional services in relation to the website. The cost for the additional services will be agreed upon in advance between the Client and FreeTime Web Design.

**11. Estimated Costs.** Fees to FreeTime Web Design are due and payable on the following schedule:

- 50% of the estimated cost upon signing of this Agreement
- Remaining balance due once template is completed with the content provided from the Client.

Estimated Web Site Cost Worksheet			
Description	Qty	Price	Total
<b>Website</b>	1	\$750.00	\$750.00
Web Page 1 – Home Page			
Web Page 2 – About Us			
Web Page 3 – Product Listing			
Web Page 4 – Must Do List			
Web Page 5 – Links			
Web Page 6 – Contact Us			
Web Page 7 – Product #1			
Web Page 7 – Product #2			
Web Page 9 – Product #3			
Web Page 10 – Product #4			
<b>Additional Web Pages</b>	2	\$75.00	\$150.00
Web Page 10 – Product #5			
Web Page 11 – Product #6			
Web Page 12 – N/A			
<b>E-mail Templates</b>	3	\$75.00	\$225.00
Email Template #1 – Thank you for your business			
Email Template #2 – Follow Up Survey			
Email Template #3 – Summer Specials			
<b>Total Estimated Cost</b>			<b>\$1,125.00</b>

<b>(non-refundable) Less 50% Deposit due at signing</b>	\$562.50
<b>Estimated Balance Due at Completion</b>	\$562.50

**12. Initial Payment, Final Payment and Cancellation.**

The Estimate Cost of this agreement is \$1,125.00. This agreement begins with an initial non-refundable deposit payment of \$562.50. At the completion of the site FreeTime Web Design will provide the Client with a final billing of the actual cost for the site. Payment must be received in full before the web site is published to the Client’s web space.

If the Client halts work and applies by registered letter for a cancellation within 30 days of the Effective Date to FreeTime Web Design, 16942 E El Pueblo Blvd, Fountain Hills, AZ 85268, phone (480) 228-2238, The Client will be provided with a final billing within 10 day of the cancellation. Any work completed up to the cancellation date will be billed to the Client. The Client is responsible to pay for any work completed which is not covered by the initial deposit.

**13. Completion Date.** FreeTime Web Design and the Client must work together to complete the website in a timely manner. We agree to work expeditiously to complete the website no later than February 15<sup>th</sup>, 2012.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Client (authorized signature):

\_\_\_\_\_ Date \_\_\_\_\_

On behalf of FreeTime Web Design (authorized signature)

\_\_\_\_\_ Date \_\_\_\_\_

