**Web Development Agreement**

This Web Development Agreement (this "Agreement") is made effective as of [Insert Date] by and between [Insert client name] (the "Client"), and [Insert developer name] (the “Developer").

WHEREAS, the Developer possesses technical expertise in the field of computer programming and, in particular, the creation and development of website technology; and

WHEREAS the Client desires to engage the Developer, and Developer accepts the engagement, to design a World Wide Web site (the "Web Design Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Developer and the Client agree as follows:

**RETENTION OF DEVELOPER**

The Clients hereby retains the services of the Developer for the Web Design Project to be published on the Developer's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer (Hosting Service), or provided on disk at the Client's option.

**DESCRIPTION OF SERVICES**

Beginning on [Insert date here], the Developer will provide the following services connected with the development of the Website (collectively, the "Services"):

[Insert description of website to be built]

**PAYMENT FOR SERVICES**

In consideration of the services to be performed by the Developer, the Client agrees to compensate the Developer for the services rendered as follows:

* [Insert details of fees]

The Developer's fees for the services specified in the Description of Services, above, will be charged according to the following schedule:

* [Insert payment schedule]

Any additional services not specified in Description of Services, above, will be charged to the Client on an hourly rate basis at the Developer’s standard rate of [Insert hourly rate] per hour.

The Client will be required to pay the Developer within [Insert payment period] days of receiving the bill.

The Client will pay the Developer's costs and expenses where agreed ahead of time.

**WEB HOSTING**

The Client understands and agrees 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 the Developer full access to the website.

**TERM/TERMINATION**

This Agreement shall terminate automatically on [Insert termination date or milestone]

**RELATIONSHIP OF PARTIES**

It is understood by the parties that the Developer is an independent contractor and not an employee of the Client. The Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Developer

**WORK PRODUCT OWNERSHIP**

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by the Developer in connection with the Services shall be the exclusive property of the Client. Upon request, the Developer shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.

**LAWS AFFECTING ELECTRONIC COMMERCE**

The client agrees that they are solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend the Developer and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from the Client's exercise of Internet electronic commerce.

**CONFIDENTIALITY**

The Developer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Developer, or divulge, disclose, or communicate in any manner any information that is proprietary to the Client. The Developer will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Developer will return to the Client all records, notes, documentation, and other items that were used or created during the term of this Agreement.

**INJURIES**

The Developer acknowledges their obligation to obtain appropriate insurance coverage for the benefit of themselves and their employees if any. The developer waives any rights to recovery from the Client for any injuries that they (and/or their employees) may sustain while performing services under this Agreement unless they are a direct result of the negligence of the Client or the Client’s employees.

**EMPLOYEES**

The Developer's employees, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement. At the request of the Client, the Developer shall provide adequate evidence that such persons are the Developer's employees.

**ASSIGNMENT**

Either party’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the other party.

**INDEMNIFICATION**

The client agrees to indemnify and hold harmless the Developer from all claims, losses, expenses, fees including attorney's fees, costs, and judgments that may be asserted against the Developer that result from the acts or omissions of the Developer, the Developer’s employees, if any, and the Developer's agents.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT**

No amendment, waiver, or discharge of any provision of this Agreement shall be effective against the Client or the Developer without the written consent of both the Client and the Developer.

**NOTICES**

Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

**APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of [Insert Location]

**SIGNATURES**

This Agreement shall be signed by the Client and by the Developer. This Agreement is effective as of the date first above written.

**CLIENT:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

**WEB DEVELOPER:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name