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Free web design contract template

A web development agreement is a legally binding contract between a web development professional and a client to create a website. Web developers are retained to create web designs and provide development services. This web development agreement template includes: A pdf template for either web developers or clients looking to hire a website programmer A universal template that lays out the terms and conditions between the parties Download your web development agreement in minutes What is a Web Developer? A web developer, also referred to as a programmer, works with clients to create designs and work primarily on the client's website development. A web developer is usually an independent contractor or freelance web designer hired by a business to complete their website and improve their online presence. Web developers are well-versed in complex programming coding, which requires knowledge of a variety of languages. There are several types of web developers that focus on different areas in the creation and development of a website. The three main types of developers include: Front-End Developer– A programmer who implements the client's web design and incorporates the coding needed for the site to go live. These types of web designers are familiar with HTML, JavaScript, and CSS programming languages. Back-End Developer – The developer in this role works on the server-side of website development, creating and coding any databases and applications it may contain. Full-Stack Developer – This type of web developer is familiar with both the front and back-end development aspects in website design. They are the complete package and are incredibly beneficial. There is also a difference between a web designer and a web developer. A web designer is primarily responsible for creating the website's concept. They explore infographics, colors, and videos. They communicate with the website developer on where such designs should be incorporated on the web page. A web developer takes the web designer's concepts and creates a programming code. While the web designer and web developer may be the same individual, they are taking on two different roles. Other names for a web development agreement include: web design contract, web design contract, freelance web development agreement, Why is a Web Development Agreement Necessary? If you are a web developer, it is critical to craft a contract to detail the terms and conditions in writing. A web development contract can protect your interests and alleviate the possibility of unnecessary litigation. A website development agreement should include site specifications and the deadline for deliverables. Web developers often refer to their agreements as a "contract killer" or an open-source contract. Freelancers, among various industries, understand the importance of a well-drafted and enforceable contract. The Essential Components of a Web Development Agreement? A web development agreement is a standard business practice. A solid web development agreement should set expectations, payment schedule, revision processes, and scope of services. Scope of Services – This is a critical component of a web development agreement. This part of the contract should detail every service the web developer is expected to perform and outline all of their duties and responsibilities. The scope of services is usually attached as an exhibit to the agreement. The parties should not omit any important details of the project. The scope of the project should also detail any additional services the developer may offer, such as technical support. Deliverables and Deadlines – The quality and features of the website should be identified. If a client or company wishes to approve the design before it goes live, that also needs to be addressed in the contract. The delivery date should also be provided in the agreement. Revisions – Sometimes, a client may request revisions to the web design or site. It is important to include a provision detailing the number of revisions and any additional charge if applicable. Payment Details – The developer and client should agree on the payment terms before drafting the contract. The method of payment, due date, and invoicing procedures should also be listed in the agreement. The parties also need to establish if the freelancer is working on an hourly rate or working on a flat fee for the project. Term and Termination – The term of the agreement and method of termination, including any notice required, should be memorialized in the contract. Intellectual Property and Ownership – This section of the agreement simply states who owns the site and all of the associated digital components. Dispute Resolution Fees – In the event a dispute between the parties arises, a provision outlining the dispute resolution process should be listed. This includes the steps taken before initiating legal action. The agreement should also specify which party will be responsible for attorney's fees in the event of litigation, arbitration, or mediation. Before drafting your web development agreement, it is important to know who the web developer is and who the website owner is. It is also pertinent to have an idea of what the web developer will do. The details of the project should be discussed between the parties and then put in writing. What are the Common Mistakes Found in Web Development Agreements? Web development agreements should be as detailed as possible. This means all of the party's agreements and expectations should be within the four corners of the contract. However, here are a few general mistakes found in web development contracts: Failure to identify the proper parties to the contract – the web developer or respective agency and client should be identified along with their contact information. Confidentiality – A confidentiality clause protects a company from the web developer or client from disclosing confidential and privileged information. It also protects the disclosing party's trade secrets. Not having a contract – It is hard to imagine any disputes that could arise at the front end of an agreement. However, conflicts surface all of the time for many different reasons. Having a contract in place and making them a part of your business practices can protect you from frivolous legal claims. Legal Advice – It is essential to reach out to a licensed attorney to review your contract and explain the legal terms. An attorney can also confirm the enforceability of the contract. How to Get Your Web Development Agreement Signed Creating a well-crafted web development agreement is not only professional but absolutely necessary. ApproveMe is undoubtedly the easiest way to get your web development agreement signed. Electronic signatures are convenient and legally binding. After all, one of the most important parts of a contract is ensuring it is enforceable. One of those enforceability components is obtaining the necessary signatures. Our free web development agreement template will help you draft and customize your own web development contract. Resources and Tools by Web Developers Web developers have to stay up to state on the changes on the web. They have to adapt to the relentless changes in the industry. It is crucial to rely on outside resources to stay up-to-date and, in turn, become more productive. Here are a few key resources for web developers to stay ahead of the curve: Python, Ruby, Scala, Django, CSS3, AIG, A, ApproveMe is easy document signing for busy people. Built on the belief that every new agreement with a customer or client should be celebrated, This Web Development Agreement ("Agreement"), dated on this ____ day of _____, 20__ (the "Effective Date") is entered into between _____ ("Service Provider") located at _____ and _____ ("Client") located at _____, for the purpose of setting forth the exclusive terms and conditions by which the Client desires to acquire the web development services from the Service Provider. In consideration of the mutual obligations specified in this Contract, the parties, intending to be legally bound hereby, agree to the following: Scope of Services. The Client retains the above Service Provider, and the Service Provider agrees to perform for the Client, certain web development services set forth in Exhibit A to this Agreement (the "Services"). Any Service outside of the scope as defined in Exhibit A to this Agreement will require a new Agreement for other services, including separate promotional or email marketing campaigns agreed to by the Parties. The Parties may also set an optional schedule for service deadlines as set forth in Exhibit B to this Agreement. The Service Provider agrees to engage in the Services to the Client in accordance with the terms of this Agreement. The Service Provider further agrees to provide the Services in a professional and diligent manner consistent with industry standards and good business practice, using efforts comparable to those customarily used in web development and design of or equivalent value and for similar products or services. Consideration / Compensation. In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to the Client (as determined by the Client), the Client shall compensate the Service Provider as follows: _____.

The Service Provider will invoice the Client on the ____ day of each month. The invoice will include any and all services performed under this Agreement as well as any pre-approved expenses. Payment will be due within ____ days of the invoice date. A late charge of \$ _____ per month will be added to any invoice not paid on time. Payments must be made to the Service Provider by credit card, money order, check, or any other approved method of payment accepted by the Service Provider. Payments must be mailed to _____ Revisions. The Client will be entitled to a total of ____ revisions. Any revisions in excess of that amount will be charged at a rate of \$ _____. Expenses. From time to time throughout the duration of this Web Development Agreement, the Service Provider may incur certain expenses that are not included as part of the Fee for the Services subject to this Agreement. The Service Provider agrees to keep an exact record of any and all expenses acquired while performing the Services. The Service Provider will submit an invoice itemizing each expense, along with proof of purchase and receipt, every ____ days upon completion of such Services. If any one expense if over \$ _____, the Service Provider agrees to obtain the Client's written consent before making the purchase. Invoice Disputes. The Client shall notify the Service Provider in writing of any dispute with an invoice along with any substantiating documentation or a reasonably detailed description of the dispute within ____ Business Days from the date of the Client's receipt of such invoice subject to dispute. Client will be deemed to have accepted all invoices for which the Service Provider does not receive timely notification of a dispute and shall pay all undisputed amounts due under such invoices within the period set forth in this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Term and Termination. This Web Development Agreement shall be effective on the date hereof and shall continue for a period of _____ (month(s)/year(s)) or until the expressly agree upon date of the completion of the Services, unless it is earlier terminated in accordance with the terms of this Agreement (the "Term"). If either Party subject to his agreement fails to follow through with their obligations under this Email Marketing Agreement, the non-breaching Party can terminate this Agreement by providing ____ day written notice to the breaching Party. The Client understands that the Service Provider may terminate this Agreement at any time if the Client fails to pay for the Services provided under this Agreement or if the Client breaches any other material provision listed in this Web Development Agreement in the manner as defined above. Client agrees to pay any outstanding balances within ____ days of termination. Time is of the Essence. The Service Provider hereby understands and acknowledges that time is of the essence with respect to the Service Provider's obligations defined in this Agreement and that prompt and timely performance of all such obligations is strictly required. Supplies and Equipment. The Service Provider, at their own expense, shall furnish their own supplies and equipment necessary to deliver and complete the Services as defined under this Agreement unless otherwise agreed upon by the parties. Should the Client not furnish the agreed upon supplies, the Client understands they will be responsible for reimbursing the Service Provider for all expenses incurred. Confidentiality and Property Rights. Throughout the duration of this Agreement, it may be necessary for the Service Provider to have access to the Client's confidential and protected information for the sole purpose of performing the Services subject to this Agreement. The Service Provider is not permitted to share or disclose such confidential information whatsoever, unless mandated by law, without written permission from the Client. The Service Provider's obligation of confidentiality will survive the termination of this Web Development Agreement and stay in place indefinitely. Upon the termination of this Agreement, the Service Provider agrees to return to the Client any and all Confidential Information that is the property of the Client. Further, the Service Provider shall promptly return to the Client all copies, whether in written, electronic, or other form or media, of the Client's Confidential Information, or destroy all such copies and certify in writing to the Client that Confidential Information has been destroyed. In addition, the Service Provider shall also destroy all copies of any Notes created by the Service Provider or its authorized Representatives and certify in writing to the Client that such copies have been destroyed. Intellectual Property Rights and Ownership. All intellectual Property and related materials, including but not limited to, moral rights, goodwill, trade secrets, applications for registrations or related registration, rights to any trademark, trade dress, patent, copyright, trade name, and industrial design ("Intellectual Property") that is produced or developed under this Web Development Agreement. The Service Provider understands that the aforementioned is a "work for hire" and shall be the sole property of the Client. The Client's use of the Intellectual Property shall not be restricted in any manner. The Service Provider may not use the Client's Intellectual Property for any purpose other than contracted for in this Web Development Agreement unless the Service Provider has written consent from the Client. The Service Provider shall be responsible for any damages resulting from any unauthorized use of the Client's intellectual property. Indemnification and Release. The Service Provider agrees to take all necessary precautions to prevent injury to any person or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless the Client, its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the Service Provider or any of the Service Provider's employees in the performance or failure to fulfill any Services or obligations pursuant to this Web Development Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder ("Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Dispute Resolution and Governing Law. Parties to this Agreement shall first attempt to settle any dispute through good faith negotiation. If the dispute cannot be settled between the parties via negotiation, either Party may initiate mediation or binding arbitration in the State of _____. Legal Fees. Should a dispute between the named Parties arise lead to legal action, the prevailing Party shall be entitled to any reasonable legal fees, including, but not limited to attorney's fees. Further Assurances. Upon a party's reasonable request, the other party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement. Public Announcements. Neither party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, email marketing, or promotion materials regarding the other party or its business unless: (a) it has received the express written consent of the Other Party; or (b) it is required to do so by Law. Force Majeure. The Service Provider and any of its representatives or agents shall not be in breach of this Web Development Agreement for any delay or failure in performance caused by reasons out of its reasonable control. This includes, but is not limited to, acts of God or a public enemy, natural calamities, failure of a third party to perform, changes in the laws or regulations, actions of any civil, military or regulatory authority; power outage or other disruptions of communication methods or any other cause which would be out of the reasonable control of the Service Provider. Warranties and Representations. The Parties to this Agreement fully represent that they are authorized to enter into this Web Development Agreement. The obligations and performance of either the Service Provider or the Client shall not infringe upon or violate the rights of any third party or violate any other agreement between the Service Provider or Client or, any other individual, business entity, or formal organization, or interfere with any law and or governmental regulation. No Assignment. This Agreement shall inure to and be binding upon the undersigned and their respective heirs, representatives, successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. No Waiver. No waiver of or failure to act upon any of the provisions of this Agreement or any right or remedy arising under this Agreement shall be deemed or shall constitute a waiver of any other provisions, rights or remedies (whether similar or dissimilar). Amendment. This Agreement may be amended only by a writing signed by all of the Parties hereto. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Electronic Signatures. This Agreement and related documents entered into in connection with this Agreement are signed when a party's signature is delivered electronically, and these signatures must be treated in all respects as having the same force and effect as original signatures. Captions for Convenience. All captions herein are for convenience or reference only and do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto. Signatures on Following Page(s) IN WITNESS WHEREOF, the undersigned have executed this Web Development Agreement effective as of the ____ day of _____, 20__ (the "Effective Date"). Dated: _____ Service Provider's Signature _____ Client's Signature _____ Client's Printed Name or Entity: _____ Service Provider's Printed Name or Entity: _____

____ Phone Number: _____ Email Address: _____ Client's Contact Information Address: _____ Phone Number: _____ Email Address: _____ EXHIBIT A SERVICE(S) The Service Provider agrees to provide the following web development service(s): _____

Service Provider is entitled to reimbursement of the following expenses incurred while performing such Service(s): _____ *The Service Provider agrees that any expense not listed must be pre-approved by the Client. The Service Provider agrees to provide any receipts of any other related document to such expenses. Other: _____

B SERVICE SCHEDULE (Optional) The Parties subject to this Web Development Agreement agree to the following schedule: Initial Development Date: _____ Client Revision/Approval Date: _____ Final Development Completion Date: _____ Other: _____

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