

# WEB DESIGN SERVICES AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## **PARTIES:**

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

Client Address: \_\_\_\_\_

Client Email/Phone: \_\_\_\_\_

## **SERVICE PROVIDER:**

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

Provider Address: \_\_\_\_\_

Provider Email/Phone: \_\_\_\_\_

## **PROJECT DESCRIPTION:**

Provider agrees to design, develop, and deliver a website (the “Work Product”) as described in the attached specifications and schedules. The Client will provide all necessary content, logos, images, and other materials required for the completion of the project.

## **SERVICES AND DELIVERABLES:**

Provider shall provide the following services: website design, front-end development, back-end development (if applicable), testing, and deployment. Deliverables include fully functional website, source code, documentation, and any agreed-upon training or support.

## **PAYMENT TERMS:**

Client agrees to pay Provider the total sum agreed upon as full compensation for the Services. Payment shall be made according to the following milestones or upon completion: initial deposit, progress payments, and final payment. All payments shall be made in USD by check, wire transfer, or other agreed methods.

## **CLIENT RESPONSIBILITIES:**

Client shall provide all necessary content, approvals, and timely feedback as required to facilitate the progress of the Services. Delays in Client’s performance may result in adjustment of project timelines and costs.

## **INTELLECTUAL PROPERTY RIGHTS:**

Provider retains ownership of all intellectual property rights in the work, excluding any Client-provided materials. Upon full payment, Provider grants Client a perpetual, non-exclusive license to use the Work Product for its intended purpose. Provider may use the Work Product in portfolio and marketing materials.

## **CONFIDENTIALITY:**

Each party agrees to keep confidential any proprietary or confidential information received from the other party during the course of this Agreement and shall not disclose it to third parties except as required by law or agreed in writing.

**WARRANTIES AND DISCLAIMERS:**

Provider warrants that the Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED, THE SERVICES AND WORK PRODUCT ARE PROVIDED 'AS IS' WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:**

IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING LOSS OF PROFITS, DATA, OR USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT UNDER THIS AGREEMENT.

**TERM AND TERMINATION:**

This Agreement shall commence upon execution and shall continue until completion of the Services, unless terminated earlier by either party upon written notice. Upon termination, Client shall pay for all Services performed and work delivered up to the termination date.

**INDEPENDENT CONTRACTOR:**

Provider is an independent contractor and not an employee, partner, or agent of Client. Provider shall have no authority to bind or obligate Client in any manner.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of law principles. Any disputes arising from this Agreement shall be resolved exclusively in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_. Both parties knowingly and voluntarily waive their right to a trial by jury in any dispute related to this Agreement.

**ENTIRE AGREEMENT AND AMENDMENTS:**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, and communications. Amendments or modifications shall be effective only if in writing and signed by both parties.

**NOTICES:**

All notices under this Agreement shall be in writing and shall be deemed delivered when sent by hand delivery, nationally recognized overnight courier, certified mail (return receipt requested), or by electronic means capable of

confirming receipt, to the addresses set forth above or such other address as a party may designate by notice.

**SEVERABILITY:**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced by a valid provision that most closely approximates the parties' intent.

**SIGNATURES:**

The parties have executed this Agreement as of the date first written above, intending to be legally bound.

**CLIENT SIGNATURE**

**PROVIDER SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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