

WEBSITE DEVELOPMENT AND SERVICES AGREEMENT

Client Name: _____ Project Reference: _____

Parties:

This Agreement is entered into by and between:

Client: _____

Developer: _____

Scope of Work:

Developer agrees to design, develop, and deliver a website (the "Website") for Client in accordance with the specifications and timeline set forth in Exhibit A attached hereto and incorporated herein by reference.

Deliverables and Timeline:

Developer shall deliver all website files, source code, and related materials upon completion. The timeline for delivery shall be as specified in Exhibit A. Any delay due to Client's failure to provide required content or feedback shall extend the timeline accordingly.

Payment Terms:

Client agrees to pay Developer the total sum as outlined in Exhibit B. Payments shall be made according to the milestones and schedule set forth therein. All payments are due within 15 days of invoice receipt unless otherwise agreed in writing.

Ownership and License:

Upon full payment, Developer grants Client all rights, title, and interest in the Website, including the source code. Developer retains the right to use the Website and related materials for promotional purposes unless otherwise agreed.

Confidentiality:

Both parties agree to keep confidential any proprietary information disclosed during the term of this Agreement, and not to disclose such information to any third party without prior written consent.

Warranties and Representations:

Developer represents and warrants that the Website will perform substantially according to the specifications set forth in Exhibit A. EXCEPT AS EXPRESSLY PROVIDED, DEVELOPER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Liability:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OR DATA, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Termination:

Either party may terminate this Agreement upon a material breach by the other party, provided that the breaching party fails to cure such breach within 30 days after receipt of written notice. Upon termination, Client shall pay Developer for all work performed up to the termination date.

Independent Contractor:

Developer is an independent contractor and not an employee or agent of Client. Nothing in this Agreement shall create any partnership, joint venture, or agency relationship.

Governing Law and Venue:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflicts of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall be resolved first through good-faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association in the venue specified above.

Entire Agreement and Amendments:

This Agreement, including all Exhibits, constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter. Any amendments must be in writing and signed by both parties.

Severability:

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Waiver:

Failure to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

Force Majeure:

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including acts of God, natural disasters, governmental actions, or labor disputes.

CLIENT'S SIGNATURE

DEVELOPER'S SIGNATURE

Signature: _____

Signature: _____

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