

# WEBSITE DESIGN SERVICE AGREEMENT

THIS AGREEMENT made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

[NAME OF CLIENT]  
[address]  
(the "Client")

- and -

[NAME OF WEB DEVELOPER]  
[address]  
(the "Developer")

THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and premises contained in this Agreement, the parties hereby agree as follows:

## 1. Scope of Agreement

**Client** hereby retains **Developer**, and **Developer** agrees to be so retained, to design, develop, host, optimize and promote a website (the "Website") based on guidelines developed jointly by the parties, and in accordance with the Design Cost Estimate agreed upon by the parties and annexed hereto and incorporated herein as Attachment 1. Any modifications to the original design agreed by the parties must be set out in writing and signed by both parties.

## 2. Payment Terms

2.1 The total contract price of \_\_\_\_\_ is to be paid as follows:

Initial payment to be made upon execution of Agreement	___%
Upon completion of the first phase (as set out below)	___%
Balance upon acceptance of Website by <b>Client</b>	___%

2.2 All payments required to be made by **Client** hereunder are due when specified herein. Late payments will bear interest at the rate of \_\_\_\_% per annum, compounded monthly and the Website will remain under the sole ownership of Developer until final payment has been received.

2.3 Should legal action be necessary to collect any payment due hereunder, **Client** agrees to pay all costs of collection, including court costs and legal fees.

## 3. Project Terms

3.1 The first phase of the project will begin development after the parties have agreed on a design for each module. **Developer** will submit the layout, color schemes and introductory graphics of the Website to **Client** for approval. The first phase will be completed when all the changes requested by **Client** have been implemented and **Client** approves the foregoing.

3.2 The development and design phase will begin at the completion of the first phase. All required site content and material must be submitted to **Developer**.

3.3 Quality checking will be performed by a third party, as approved by **Client**, and these services will be billed as additional fees. The Website will be hosted by **Developer** on a test basis. The quality checking phase will be complete when **Client** accepts the finished Website. Upon completion of this phase, **Client** will pay the remaining balance.