

AGREEMENT

Website Design & Development

A comprehensive professional services agreement between the Agency and the Client for the design, development, and deployment of a website.

Effective Date _____

Agency _____

Client _____

Project Reference _____

Contract Version v2.0 — Modern Agency Template

This document contains the complete terms governing the engagement. Please read carefully before signing.

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1. Parties & Effective Date

This Website Design Agreement (the “**Agreement**”) is entered into as of the Effective Date set forth below, by and between:

The Agency **[Agency Legal Name]**, a [entity type] organized under the laws of [jurisdiction], with its principal place of business at [address] (“Agency”).

The Client **[Client Legal Name]**, a [entity type] organized under the laws of [jurisdiction], with its principal place of business at [address] (“Client”).

Effective Date _____ (the “Effective Date”).

Agency and Client may be referred to individually as a “**Party**” and collectively as the “**Parties.**” By signing this Agreement, each Party warrants that the signatory has full authority to bind the entity to its terms.

2. Definitions

“**Deliverables**” means All design, code, documentation, and other materials prepared by Agency specifically for Client under this Agreement, as identified in Schedule A.

“**Services**” means The website design, development, and related professional services to be performed by Agency, as described in Schedule A.

“**Website**” means The website to be developed and delivered to Client under this Agreement, including all front-end interfaces, back-end systems, integrations, and associated content prepared by Agency.

“**Client Content**” means All text, images, video, logos, brand assets, data, and other materials provided by Client (or on Client’s behalf) for incorporation into the Website.

“**Third-Party Materials**” means Any software, plug-ins, themes, fonts, stock media, APIs, hosting, or other components owned or licensed by third parties and used in connection with the Services.

“**Acceptance**” means Client’s written approval of a Deliverable, or the deemed acceptance described in Section 4.

3. Scope of Work

Agency will perform the Services and produce the Deliverables described in **Schedule A — Scope & Deliverables**. The Services may include, without limitation, discovery and strategy, information architecture, user-experience (UX) and user-interface (UI) design, front-end and back-end development, content management system (CMS) configuration, third-party integrations, responsive optimization, accessibility considerations, testing, deployment, and post-launch handover.

3.1 Out of Scope

Any work not expressly listed in Schedule A is considered out of scope, including but not limited to: original copywriting, photography, illustration, video production, paid advertising, search-engine optimization beyond technical best practices, ongoing content updates, translation, and third-party license fees. Out-of-scope work may be performed under a separate Change Request (Section 7).

4. Project Timeline & Milestones

The estimated timeline and key milestones are set forth in **Schedule C — Project Timeline**. Timelines are estimates based on timely Client cooperation and feedback. Delays caused by Client (including but not limited to late feedback, late delivery of Client Content, or expanded scope) will extend deadlines on a day-for-day basis and may incur reasonable rescheduling fees.

4.1 Review Periods & Deemed Acceptance

Client will review each Deliverable and provide consolidated written feedback within **five (5) business days** of submission. If Client does not provide written feedback or rejection within that period, the Deliverable will be deemed accepted and the project will proceed to the next phase.

5. Client Responsibilities

Client agrees to:

- Designate a single, authorized point of contact with decision-making authority.
- Provide all Client Content in usable digital formats by the dates specified in Schedule C.
- Respond to requests for information, approvals, and feedback within the review periods set out in Section 4.
- Ensure that all Client Content is accurate, lawful, and that Client owns or has obtained all necessary rights and licenses.
- Provide timely access to existing hosting, domain, analytics, social media, and any other accounts reasonably required to perform the Services.
- Pay all fees and approved expenses in accordance with Section 6 and Schedule B.

Agency will not be liable for delays, missed milestones, or additional costs resulting from Client's failure to perform its responsibilities.

6. Fees, Payment Terms & Expenses

6.1 Project Fee

Client shall pay Agency the total fee set forth in **Schedule B — Payment Schedule**, payable in installments aligned with project milestones.

6.2 Deposit

A non-refundable deposit of **fifty percent (50%)** of the total project fee is due upon execution of this Agreement. No Services will commence until the deposit has been received in cleared funds.

6.3 Invoicing & Payment

Invoices are payable within **fourteen (14) days** of issuance. Payments not received by the due date will accrue interest at the lesser of **1.5% per month** or the maximum rate permitted by law, plus reasonable collection costs and legal fees.

6.4 Suspension for Non-Payment

If any invoice remains unpaid for more than **fifteen (15) days** past the due date, Agency may suspend Services and withhold Deliverables (including taking the Website offline if hosted by Agency) until payment is received in full, without liability and without affecting any other rights or remedies.

6.5 Expenses

Client will reimburse Agency for pre-approved out-of-pocket expenses incurred in connection with the Services, including but not limited to stock media, fonts, plug-ins, third-party software licenses, hosting, and travel.

6.6 Taxes

All fees are exclusive of applicable sales, use, value-added, or similar taxes, which are the responsibility of Client (other than taxes on Agency's net income).

7. Revisions & Change Requests

The project fee includes the number of revision rounds specified in Schedule A for each design phase. Additional revisions, expansions of scope, or changes to previously approved Deliverables (each a "**Change Request**") will be documented in writing and billed at Agency's then-current hourly rate of **\$_[] per hour**, or as a fixed fee agreed in advance. No Change Request will be implemented until approved in writing by both Parties.

8. Intellectual Property & Ownership

8.1 Pre-Existing Materials

Each Party retains all right, title, and interest in and to its pre-existing intellectual property. Nothing in this Agreement transfers ownership of pre-existing materials.

8.2 Assignment of Deliverables

Upon Client's payment of all fees due under this Agreement in full, Agency assigns to Client all right, title, and interest in the final, approved Deliverables created specifically for Client, excluding (a) Third-Party Materials, (b) Agency's pre-existing materials, frameworks, tools, and know-how, and (c) any general design elements or code that are not unique to Client.

8.3 License to Agency Background IP

To the extent Agency's pre-existing materials are incorporated into the Deliverables, Agency grants Client a perpetual, worldwide, non-exclusive, royalty-free, non-transferable license to use such materials solely as part of the Website.

8.4 Client Content License

Client grants Agency a non-exclusive, royalty-free license to use, reproduce, modify, and display Client Content solely as necessary to perform the Services.

9. Third-Party Materials & Licenses

The Website may incorporate Third-Party Materials, which are governed by their respective license terms. Client is solely responsible for complying with such license terms and for any associated subscription, renewal, or usage fees. Agency makes no warranties with respect to Third-Party Materials and will not be liable for any defects, discontinuation, or changes thereto.

10. Data Protection

If Agency processes personal data on behalf of Client, the Parties will comply with applicable data-protection laws (including, as applicable, the GDPR, UK GDPR, and CCPA/CPRA) and will execute a Data Processing Agreement where required. Client is responsible for providing lawful bases, notices, and consents for the collection and use of personal data via the Website.

11. Warranties & Disclaimers

11.1 Mutual Warranties

Each Party warrants that (a) it has full authority to enter into this Agreement; (b) its performance will not violate any third-party rights or applicable law; and (c) it will comply with all laws applicable to its activities under this Agreement.

11.2 Agency Workmanship Warranty

Agency warrants that the Services will be performed in a professional and workmanlike manner consistent with prevailing industry standards. For a period of **thirty (30) days** after launch, Agency will, at no additional cost, correct material defects in the Deliverables that are attributable to Agency's work. This warranty does not cover defects caused by Client Content, Third-Party Materials, hosting issues, browser changes, third-party API changes, or modifications to the Website made by anyone other than Agency.

11.3 Disclaimer

Except as expressly set forth in this Section 11, Agency disclaims all other warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, non-infringement, or uninterrupted or error-free operation. Agency does not warrant any specific business results, rankings, traffic, or revenue outcomes.

12. Limitation of Liability

To the maximum extent permitted by law, neither Party will be liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, data, or business opportunities, arising out of or related to this Agreement, even if advised of the possibility of such damages.

Each Party's total aggregate liability under this Agreement will not exceed the total fees paid by Client to Agency under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim. The foregoing limitations do not apply to: (a) indemnification obligations; (b) Client's payment obligations; or (c) liability that cannot be limited under applicable law.

13. Indemnification

13.1 By Client

Client will defend, indemnify, and hold harmless Agency from and against any third-party claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of (a) Client Content, (b) Client's use of the Website, (c) products or services offered through the Website, or (d) Client's breach of this Agreement or violation of law.

13.2 By Agency

Agency will defend, indemnify, and hold harmless Client from third-party claims alleging that the Deliverables (excluding Client Content and Third-Party Materials), as delivered by Agency and used as authorized, infringe a third party's intellectual property rights. If such a claim is made, Agency may, at its option, modify the Deliverables, procure rights for continued use, or refund the fees paid for the affected Deliverables.

14. Hosting, Maintenance & Support

Unless expressly included in Schedule A, hosting, domain registration, ongoing maintenance, security patching, backups, and post-launch support are not included in the project fee and may be offered under a separate maintenance or support agreement. Agency is not responsible for downtime, data loss, or security incidents occurring on infrastructure not managed by Agency.

15. Term, Suspension & Termination

15.1 Term

This Agreement begins on the Effective Date and continues until the Services are completed and accepted, unless terminated earlier as provided below.

15.2 Termination for Convenience

Either Party may terminate this Agreement for convenience upon **fourteen (14) days'** prior written notice. If Client terminates for convenience, Client will pay (a) all fees for Services performed and expenses incurred through the termination date, and (b) a kill fee equal to **twenty-five percent (25%)** of the remaining unbilled project fee. The initial deposit is non-refundable in all termination scenarios.

15.3 Termination for Cause

Either Party may terminate this Agreement immediately upon written notice if the other Party (a) materially breaches this Agreement and fails to cure within **ten (10) business days** of written notice, or (b) becomes insolvent, files for bankruptcy, or ceases business operations.

15.4 Effect of Termination

Upon termination, Client will pay all undisputed amounts owed. Agency will deliver work-in-progress "as is" only after receipt of all such payments. Ownership of Deliverables transfers only upon payment in full, as set out in Section 8.2.

16. Non-Solicitation

During the term of this Agreement and for **twelve (12) months** after its termination, Client will not, directly or indirectly, solicit for employment or engagement any employee or contractor of Agency who has been materially involved in providing the Services, without Agency's prior written consent. General public job postings not specifically targeted at Agency personnel are not a breach of this Section.

17. Dispute Resolution & Governing Law

17.1 Good-Faith Negotiation

The Parties will first attempt in good faith to resolve any dispute through negotiation between senior representatives within **thirty (30) days** of written notice of the dispute.

17.2 Mediation & Arbitration

If the dispute is not resolved by negotiation, the Parties will attempt mediation with a mutually agreed mediator. Any unresolved dispute will be finally resolved by binding arbitration in **[jurisdiction]** under the rules of **[arbitration body]**, by a single arbitrator. Either Party may seek injunctive or equitable relief in court for breaches of confidentiality or intellectual property.

17.3 Governing Law

This Agreement is governed by the laws of **[state/country]**, without regard to conflict-of-law principles.

18. General Provisions

- **Independent Contractor.** Agency is an independent contractor; nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship.
- **Subcontracting.** Agency may subcontract portions of the Services to qualified subcontractors, but remains responsible for their performance.
- **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except in connection with a merger, acquisition, or sale of substantially all assets.
- **Notices.** Notices must be in writing and sent to the addresses on the cover page (or to such other address as a Party may designate), by email with confirmation, courier, or registered mail.
- **Entire Agreement.** This Agreement (including its Schedules) is the complete and exclusive understanding of the Parties on its subject and supersedes all prior or contemporaneous communications.
- **Amendments.** Any amendment must be in writing and signed by both Parties. Change Requests under Section 7 may be approved by email confirmation.
- **Severability.** If any provision is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.
- **Waiver.** A failure to enforce any provision is not a waiver of that provision or any other right.
- **Counterparts & Electronic Signatures.** This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.
- **Survival.** Sections that by their nature should survive termination will survive, including Sections 6, 8, 10, 11, 12, 13, 16, 17, and 18.

19. Signatures

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOR THE AGENCY

[Agency Legal Name]

Signature: _____

Name: _____

Title: _____

Date: _____

FOR THE CLIENT

[Client Legal Name]

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule A — Scope & Deliverables

This Schedule details the Services and Deliverables for the project. Items not listed here are out of scope and subject to Section 7 (Change Requests).

A.1 Project Summary

Project Name: _____

Project Objective: _____

Target Audience: _____

Technical Stack / CMS: _____

A.2 Deliverables

Phase	Deliverables	Revision Rounds
Discovery & Strategy	Kick-off workshop, project brief, sitemap, content strategy	1
UX & Wireframes	Low-fidelity wireframes for key page templates	2
Visual Design (UI)	High-fidelity design mockups, style guide, component library	2
Development	Responsive front-end, CMS build, integrations, basic on-page SEO	1
QA & Launch	Cross-browser testing, accessibility check, deployment, handover	—
Post-Launch	30-day workmanship warranty (see Section 11.2)	—

A.3 Number of Pages / Templates

Unique page templates included: _____ (e.g., Home, About, Services, Service Detail, Blog Index, Blog Post, Contact). Additional templates beyond those listed are subject to a Change Request.

Schedule B — Payment Schedule

All amounts are in [Currency] and exclusive of applicable taxes.

#	Milestone	% of Total	Amount
1	Signing & project kick-off (non-refundable deposit)	50%	\$ _____
2	Approval of visual design phase	25%	\$ _____
3	Launch & handover	25%	\$ _____
	Total Project Fee	100%	\$ _____

B.1 Accepted Payment Methods

Bank transfer (ACH/SEPA/Wire), credit card via [processor], or such other methods as Agency may specify. Processing fees, where applicable, are borne by Client.

B.2 Late Payments

Invoices unpaid after the due date will accrue interest at 1.5% per month or the maximum allowed by law, whichever is lower, as set forth in Section 6.3.

Schedule C — Project Timeline

The following schedule is an estimate based on timely Client cooperation and feedback. Actual dates will be confirmed at kick-off.

Phase	Duration	Start	End
Discovery & Strategy	1 week	_____	_____
UX & Wireframes	2 weeks	_____	_____
Visual Design	2–3 weeks	_____	_____
Development	4–6 weeks	_____	_____
QA & Launch	1–2 weeks	_____	_____

Important

This template is provided for general business use and is not a substitute for legal advice. Both Parties should have their counsel review and adapt this Agreement to their specific circumstances, jurisdiction, and project before signing.