

This **Website Development Agreement** is entered into, finalized, and enforced by the undersigned parties this [DATE] and executed in [PLACE OF EXECUTION].

This Agreement shall provide the terms of engagement between the undersigned parties in the course of developing and completing the website project.

**Parties**

This Agreement is binding by and between the undersigned parties:

1. [DEVELOPER NAME] hereinafter referred to as the “**Developer**,” is a duly established and registered company which is principally engaged in website design and development and authorized to do business under the laws of [STATE]. Its official address is in [OFFICIAL ADDRESS] and
2. [CLIENT NAME] hereinafter referred to as the “**Client**,” is a duly established and registered company authorized to do business under the laws of [STATE]. Its official address is [OFFICIAL ADDRESS].

**Definitions**

Subject to the terms and conditions of this Agreement, the following terms shall be construed using the designated definitions:

|  |  |
| --- | --- |
| **Terms**  | **Agreed Definitions**  |
| (Example: Website design, website, web development, and etc.)  |  |

**Declaration**

The undersigned Client hereby exclusively avails of the services of the undersigned Developer with respect to the establishment and development of its website [WEBSITE NAME]. The undersigned Developer shall provide high-quality, appropriate, and customized website development services to the undersigned Client based on the work specifications and preferences of the latter.

**Duration**

1. This Agreement shall be operative for a period of [DATE]. Nevertheless, the undersigned parties agree and recognize the possibility of extending the term of this Agreement as the Developer deems necessary and indispensable for the completion of the website taking into account the quality standards dictated by the undersigned Client.
2. The undersigned Developer shall commence the performance of its duties and commitments as provided under this Agreement on [START DATE].
3. Regardless of the agreed term, any of the undersigned parties may commence an action to immediately terminate the implementation of this Agreement if any of the following grounds become evident:
	1. When one of the undersigned parties commits an act or omission which implies a material breach of the terms and conditions of this Agreement
	2. When one of the undersigned parties violate its representations and warranties
	3. When one of the undersigned parties acts in bad faith or commits an unlawful activity
	4. When one of the undersigned parties becomes insolvent
	5. When both parties mutually agree to terminate this Agreement before the agreed date

**Website Design and Development**

The duties and services that the undersigned Developer is bound to comply with and perform are as follows:

1. **Creation of a Unique and Original Website Design**

The undersigned Developer is mandated by this Agreement to create and establish a design for the Client’s website. It is duty-bound to provide a design that reflects the personality and brand of the Client, taking into account the agreed standards of quality.

In coming up with an original website design, the undersigned Developer shall not use graphics and designs which are offensive, inappropriate, or contrary to public morals as well as to the prevailing laws. The design must be professional and decent.

In line with the preceding rule, the work specifications and preferences of the undersigned Client are outlined below:

|  |
| --- |
| [ADD CLIENT’S PREFERENCES AND SPECIFICATIONS] |

1. **Web Hosting**

Under this Agreement, the undersigned Client agrees to avail of the undersigned Developer’s web hosting services. In this case, the undersigned Developer will maintain and monitor the Client’s website on its web service on an [AGREED FREQUENCY] to make regular maintenance and updates on the site in accordance with the directions and recommendations of the Client. The following web hosting services will also be carried out by the Developer subject to appropriate fees and charges:

|  |
| --- |
| [WEB HOSTING SERVICES]  |

1. **Other Services**

To further develop the Client’s website, the undersigned Developer is also bound to perform the following covered website developing services:

|  |
| --- |
| [OTHER WEBSITE DEVELOPMENT SERVICES]  |

Nothing in this Agreement precludes the undersigned Client from availing of additional services from the Developer subject to the imposition of additional fees and charges.

**Accessibility of the Website Prior to its Completion**

1. During the development stages of the subject website before its due completion, the undersigned Client is entitled to access and review it provided that the following conditions are sufficed:
2. The undersigned Client informs and notifies the Developer of its intention to access or check the development of the website
3. The said notice must be provided within [N] days prior to the Client’s designated date of accessing the website
4. [ADD MORE CONDITIONS, IF NECESSARY]
5. Under the terms and conditions of this Agreement, the undersigned Developer does not have the authority to unilaterally make the subject website available to end users without securing the consent and authority of the undersigned Client.
6. After the due completion of the website, the undersigned Developer shall make a report to the undersigned Client providing the details of such completion. The express approval of the Client is required before the website will be fully launched to the public.

**Progress Reports**

As part of the agreement of the parties prior to the conclusion and execution of this Agreement, the undersigned Developer is mandated by this Agreement to present and submit progress reports, financial reports, and other relevant documentation to the undersigned Client on [AGREED FREQUENCY] basis.

**Maintenance**

The undersigned parties agree and recognize their concurrence to draft a website maintenance plan after the completion of the subject website. The creation of a comprehensive website maintenance plan shall be subject to additional fees and charges in favor of the undersigned Developer.

1. After the due completion of the establishment of the website, the undersigned Developer has [N] days to draft a website maintenance proposal which shall be submitted to the undersigned Client
2. The Client shall either reject or accept the proposal in whole or in part depending on its preferences.
3. [ADD MORE CONDITIONS, IF NECESSARY]

**Consideration**

1. In consideration of the services which will be performed by the undersigned Developer, the Client demonstrates its full commitment to abide by the agreed payment arrangement. The agreed payment arrangement of the parties are outlined below:
	1. The total demandable contract price for the website development services which will be provided by the undersigned Developer is [0.00 USD]
	2. The undersigned parties agree that the Developer shall only commence its services upon the payment of [00.0%] of the total contract price by the Client
	3. The remaining balance of the additional fees and charges are demandable after [N] days from the completion of the subject website
	4. The Client is bound to exclusively use any of the following payment methods: [PAYMENT MODES].
2. For reference purposes, a copy of the payment schedule is duly attached in this Agreement which is designated as Exhibit [SPECIFY DETAILS].

**Relationship of the Parties**

Nothing in this Agreement vests upon the parties an employer-employee relationship. The undersigned Developer provides and renders its services to the Client as an independent contractor and not as the Client’s employee. The relationship of the parties is purely contractual.

**Representations and Warranties**

1. Subject to the terms and conditions of this Agreement, the Client expresses the following representations and warranties:
	1. The Client warrants and represents that it is holding and operating a legitimate and licit business undertaking which is duly registered under the laws of [STATE]
	2. The Client warrants and represents that the purpose and object of the creation and establishment of the subject website is for a legal business or commercial purpose
	3. The Client warrants and represents that it is empowered and authorized under the law to be a party to this classification of an agreement
	4. The Client warrants and represents that it has sufficient resources and finances to support the financial demands which are provided under this Agreement
2. Subject to the terms and conditions of this Agreement, the undersigned Developer expresses the following representations and warranties:
	1. The Developer warrants and represents that is a duly registered independent contractor
	2. The Developer warrants and represents that all the records and data that it has provided to the Client to support its credibility as a competent web developer are true, accurate, and genuine
	3. The Developer warrants and represents that it is holding and operating a legitimate and licit business undertaking which is duly registered under the laws of [STATE]
	4. The Developer warrants and represents that the purpose and object of the creation and establishment of the subject website is for a legal business or commercial purpose
	5. The Developer warrants and represents that it is empowered and authorized under law to be a party to this classification of an agreement
	6. The Developer warrants and represents that it shall not use graphics and designs which are offensive, inappropriate, or contrary to public morals as well as to the prevailing laws
	7. The Developer warrants and represents that it will not use web designs which are tantamount to an infringement of other persons’ or entities’ intellectual property rights.

**Ownership and Intellectual Property Rights**

1. Under the terms and conditions of this Agreement and the prevailing intellectual property laws, the undersigned Client shall exclusively own any and all intellectual property creations of the Developer which are created during the course of its performance of its services to the former.
2. The undersigned Developer hereby assigns all its rights and interests over the work commissioned by the Client pursuant to the development of the subject website.

**Confidentiality**

1. During the implementation of this Agreement, it is undeniable that the undersigned Developer shall be exposed to some of the Client’s confidential records and data. The undersigned Developer is strictly not allowed to disclose, share, or use the said confidential records without the express permission and authority of the Client except in the following cases:
	1. In cases of authorized disclosures
	2. In compliance with a valid court order
	3. If the disclosure of such is provided under a law or statute and that the information has already become part of the public domain.
2. A direct or indirect contravention of this confidentiality agreement shall subject the party at fault to pay the amount of [0.00 USD] as a form of penalty. This is without prejudice to the right of the party not at fault to pursue legal relief.
3. This provision shall survive and subsist even after the due termination of this Agreement.

**Indemnification**

The undersigned Developer agrees not to make and create web designs and features for the undersigned Client’s website that can infringe on the intellectual property rights of third persons or entities. In cases of violation of such rule, the Developer is duty-bound to indemnify the Client against damages and losses resulting from its services.

**Miscellaneous Provisions**

* 1. **Multiple Counterparts**

The undersigned parties agree and recognize that this Agreement may be executed or duplicated in several copies or counterparts. Regardless of the existence of multiple counterparts of this Agreement, they shall be collectively designated as one single agreement.

* 1. **Jurisdiction**

In the event that disputes and conflicts arise during the implementation of this Agreement, the court which shall have jurisdiction over the said dispute shall be [AGREED JURISDICTION]. The undersigned parties attest to the veracity of the preceding agreement pertaining to the selected jurisdiction.

* 1. **Governing Law**

This Agreement is governed by the laws of [SPECIFY THE GOVERNING LAW].

* 1. **Severability**

In the event that a section or provision of this Agreement is rendered void or unenforceable before the competent courts, the validity of the rest of the provisions and sections will be respected and will continue to operate or guide the performance of the undersigned parties. The subsequent declaration of nullity of certain provisions shall not affect the validity of the rest of the terms of this Agreement.

* 1. **Amendments**

In cases of amendments, the following conditions must be complied with by the party who initiates the said proposal to amend the particular terms and conditions of this Agreement:

1. Any change or modification shall be provided in writing by either party
2. All the parties must agree to such change or modification as specified in the written instrument
3. A copy of the proposed amendment must be procured for each party of this Agreement which shows the important details of the change or the modification.
	1. **Notice**

In the course of implementing this Agreement, the undersigned parties may be required or mandated to tender or provide a notice. The agreed requirements and conditions for a valid notice are as follows:

* 1. Subject to the terms and conditions of this Agreement, the notice shall be executed in a written document following the preferred format of the parties
	2. In terms of submission, the initiating party must take note of the relevant periods
	3. And comply certain conditions such as the submission of specific legal and commercial documents
	4. **Fortuitous Event**

Under this Agreement, a fortuitous event is defined as any natural disaster, an act of government, an act of God, and any other occurrences which are independent of the will of the undersigned parties. This Agreement does not make any of the undersigned parties liable for damages or injuries that one of the parties may suffer due to the occurrence of the said fortuitous event while complying with its respective duties and obligations. Nevertheless, this provision does not excuse the performing party from complying with its obligations upon the cessation of the force majeure.

* 1. **Acknowledgment**

The undersigned parties acknowledge and recognize that the terms and conditions of this Agreement are made by them after deliberating and balancing out their respective interests. They acknowledge that each and every term and condition are agreed by them and will be complied with by them in good faith.

* 1. **Authority of the Representatives**

The undersigned parties affirm and recognize that the signatures which are manifested in this Agreement are provided by their respective authorized representatives.

* 1. **Entire Agreement**

This Agreement is considered as the entire and complete agreement of the undersigned parties. Any and all previously constituted documents by the undersigned parties which embody the terms and conditions that are repugnant or in violation of the terms of this Agreement shall be deemed modified, repealed, and superseded.

**THEREFORE,** the undersigned parties execute and enforce this Agreement this [DATE] and affix their corresponding signatures.

**CLIENT:**

Name of the Authorized Agent:

Signature:

Date Signed:

**DEVELOPER:**

Name of the Authorized Agent:

Signature:

Date Signed: