



# Deveau Enterprises Web Development Contract

Company / Client \_\_\_\_\_  
Phone \_\_\_\_\_ FAX \_\_\_\_\_  
Authorized Representative of the Client \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
E-mail address \_\_\_\_\_  
Present URL (if any): \_\_\_\_\_

## WEB DEVELOPER AGREEMENT

This Web Developer Agreement (hereinafter referred to as the "Agreement") is entered into as of this [date], 2009 by and between [client's name] (hereinafter referred to as "Client") and [consultant's name], an individual (hereinafter referred to as "Consultant"), for services concerning the development of a Web site for the Client.

**NOW, THEREFORE**, Client and Consultant agree to the following terms and conditions:

### AGREEMENT

**1. Relationship.** Consultant understands that this relationship with Client is that of an independent contractor and that nothing in this Agreement creates a joint venture, partnership, or employer-employee relationship. Accordingly, Consultant is not entitled to any benefits that may ordinarily be extended to employees, and is not authorized to make any representation, contract or commitment on behalf of Client unless specifically authorized to do so by Client. The parties hereto understand that neither of them has authority to bind the other in any contractual arrangement with any third party.

**2. Consultant Services.** Consultant will create a Web site (or portion of) per the attached specifications (**Attachment A**). Consultant will make a best effort that the Web site content and design meet the needs of Client. Consultant will gather the Web content, such as product and business info, pricing, parts catalog data, product photos, etc. from Client. Consultant will also create a Web site design "look and feel", subject to approval by Client. Client will be given a chance to review the content and design, and Consultant will input necessary changes.

**3. Time Frame.** Consultant shall begin work on the project [date], and will submit a set of site pages to Client for review on [date]. Client will review the pages and return comments and suggested changes to Consultant by [date]. Consultant will then input these changes and begin entering and proofreading the parts catalog data. The Client will then be given a final review period; the Web site will be finished by [date].

**4. Compensation.** For the site design and content generation part of the project, Client shall compensate Consultant by paying Consultant [\$30/hr], up to a maximum of [x] hours. If the scope of the specifications or project changes (see Attachment A) significantly after this Agreement is signed, this upper limit of [x] hours can be increased per negotiation between Client and Consultant.

Consultant will keep track of hours worked, and will bill Client only for those hours actually spent developing the Web site content and design.

Client agrees to pay Consultant an advance of approximately one third of the fee ([Amount]) before work begins. The balance of payment is due no later than 10 days after satisfactory completion of the services.

**5. Priority of this Agreement.** This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof, and supersedes any other agreements or understandings. Any amendment to this Agreement must in writing signed by both parties.

**6. Severability.** If any term or provision of this Agreement shall to any extent be declared illegal or unenforceable by arbitrator(s) or by a duly authorized court of competent jurisdiction, then the remainder of this Agreement or the application of such term or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and the illegal or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term of provision.

**7. Either party may terminate this Agreement at will.** However: If Client terminates the Agreement before the Web site development is complete, Client agrees to pay Consultant for the work done to date. If Consultant terminates the Agreement before the Web development is complete, Consultant agrees to refund Client any fees paid so far.

**8. Nondisclosure.** The Consultant, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any confidential information obtained about the Developer to another party.

**9. Content and Copyright.** The Client represents to the Consultant and unconditionally guarantees that any elements of text, editorial content, graphics, photos, designs, trademarks, or other artwork furnished to The Consultant for inclusion in The Client's web site are owned by The Client, or that The Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend The Designer and its subcontractors from any claim or suit arising from the use of such elements furnished by The Client.

The Consultant represents to the Client and unconditionally guarantees that any elements of text, editorial content, graphics, photos, designs, trademarks, or other artwork furnished to the Client for inclusion in The Client's web site are owned by The Consultant, or that The Consultant has permission from the rightful owner to use each of these elements, and will hold harmless, protect and defend The Client from any claim or suit arising from the use of such elements furnished by The Consultant.

**10. Client Referral Commission Program**

If the Client refers our services to another party and we ultimately establish a contract with that party, we will provide the Client with two months of free maintenance service. For Clients who regularly help us attract new clients, this can result in a virtually free Maintenance Agreement.

**IN WITNESS WHEREOF,** each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the company or entity on whose behalf it is indicated that the person is signing.

\_\_\_\_\_  
(Consultant Signature) Date

\_\_\_\_\_  
(Client's Signature) Date

\_\_\_\_\_  
(Client's Printed Name)

# Example Attachment A

## Website specifications

### 1. Domain Registration

The Developer will secure a domain name (www.myname.com) for the Client at the Client's request. All charges incurred in doing so will be billed to the Client as an addition to the base price contemplated by this agreement. These are Internet fees, and are not a source of income for the Developer. If the Client already has a domain name, the Developer will coordinate redirecting the address to the new host.

### 2. Standard Hosting Service

Developer will either secure an account with a Host Provider on behalf of the Client, or the Client may secure the account independently. We offer the Client the ability to secure this account independently as a way to help the Client control cost. If however, the Client is not an advanced user of the Internet, the Client is encouraged to use the services of the Developer to secure and maintain this account. Please note: Using an alternate host is always an option for the Client.

### 3. Cross Browser Compatibility.

Our agreement contemplates the creation of a web site viewable by Firefox 26.0, Google Chrome 31.0, and Microsoft Internet Explorer 11.0. Compatibility is defined herein as all critical elements of each page being viewable in all three browsers. Client is aware that some advanced techniques on the Internet, however, may require a more recent browser version and brand or plug-in. Client is also aware that as new browser versions of Internet Explorer and Netscape are developed, the new browser versions may not be backward compatible. In the absence of a Maintenance Agreement time spent to redesign a site for compatibility due to the introduction of a new browser version will be separately negotiated and in addition to the base price of our agreement.

### 4. Maintenance and Technical Support

The Consultant will correct any errors free of charge for a period of 30 days from completion of contract. Changes relating to modifying correct content or additional pages are not covered by maintenance, and will be invoiced at our normal hourly rate.

### 5. Design Credit.

Client agrees that the Developer may put a byline on the bottom of their index.html or main.html web page establishing design and development credit. Client also agrees that the web site created for the Client may be included in the Developer's portfolio.

### 6. Site specifics

-----Insert specific site requirements here-----

### 7. Estimate \*actual costs vary greatly with each site

Service	Cost
Website Design and Development	\$400.00
Domain Name Registration	\$30.00
Hosting and Setup	\$60.00
Image and Video creation and editing	\$250.00
Content Creation	\$200.00
Total	\$940.00

\_\_\_\_\_  
(Consultant Signature)                      Date

\_\_\_\_\_  
(Client's Signature)                      Date