Website Design Agreement

This Website Design Agreement ("Agreement") is being made between _____ ("Client") and **QuickSites Agency** ("Web Designer") on _____ (date) to design and develop a website.

1. Project Description

The Web Designer will provide the following services:

- The design and development of a 5 page website
- Reliable cloud-based web hosting with SSL Certificate (1st Year included – thereafter rate is current market rate) for data encryption
- A responsive, dynamic mobile website experience
- Ability for Client to make their own updates to the site via easy-to-use content management system
- Reasonable content updates made by Web Designer upon request
- Access to in-depth, easy-to-understand Stats
- Initial Basic SEO (Search Engine Optimization) to aid the website in showing up in local search engine queries
- Ongoing compatibility with all other devices, operating systems, computers, tablets, mobile phones, and browsers (minimizing the need to reinvest in the site's infrastructure as technology changes)
- Quarterly conference calls to analyze & discuss website marketing strategies
- Phone & email support

2. Cost and Payment

The Parties agree to the following payment terms:

Design & Setup Fee: _____   Monthly Service Fee: _____

First Monthly Service fee is due on: _____(monthly billing date)

3. Confidentiality

During the course of this Agreement, it may be necessary for Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information to Web Designer in order for Web Designer to complete the Website in its final form. Web Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Web Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

4. Intellectual Property

The Client guarantees that they have rights to all elements of text, photographs, and anything else that they provide the Web Designer with, and will not hold the Web Designer responsible for any third-party claims including copyright infringements.

The Web Designer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

5. Copyright Notice

A copyright notice will be displayed on the bottom of each page of the website.

6. Limitation of Liability

Under no circumstances shall either party be liable for the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery.

7. Termination of Agreement

This Agreement will automatically terminate when both Parties have performed all their obligations under the Agreement and all payments have been made. Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Designer ____30_____ days in advance, and pay for services already completed or provided.

8. Termination on Default
If either party defaults by failing to perform as described in this document including failure to make payment when due, the other party may terminate this agreement by providing written notice to the defaulting party of the default. The party in default shall have 14 days to cure the default. Failure to cure the default will result in termination of the Agreement.

9. Disclaimer of Warranties

Web Designer shall create a website for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).

10. Governing Law / Forum

This Agreement shall be construed in accordance with the laws of the State of <mark>Illinois</mark> and should any claim or controversy arise, it shall be resolved in the courts of this state.

11. Change in Project Scope
If Client requests changes beyond the original agreed-upon scope of work, Web Designer will use its best efforts to implement the changes at no additional expense to the Client and without delaying the project. However, Client understands that any changes to the original scope of work may require that the Web Designer assign additional fees to them, which the Client may first review. Changes in Project Scope may also affect project completion date.

"Client"
Signed: _____
By: _____
Date: _____

"Web Designer"
Signed: _____
By: _____
Date: _____