

WEBSITE DESIGN AGREEMENT

This Website Design Agreement (this "**Agreement**") is made effective as of [Date], (the "**Effective Date**"), by and between [Client's Name and/or Company] (the "**Owner**"), of [Client's Address], and [Consultant's Name and/or Company] (the "**Designer**"), of [Consultant's Address].

1. Description of the Services. The Designer will design a website (the "**Website**") for the Owner by providing the design and programming services listed on **Schedule A** (the "**Services**") in a professional and timely manner. All programming and documentation shall comply with standards currently employed by the Owner. The parties may at any time modify the scope of the Services by including desired changes in a written "change order" that explains the changes and the adjustment to the payment for the Services that will result from such changes. Such change order shall become effective when signed and dated by both parties.

2. Design Team. The Designer will use only qualified personnel to provide the Services (the "**Design Team**"). The Designer reserves the right to make changes to the Design Team in its sole discretion. Orientation of replacement personnel shall be at the Designer's expense.

3. Term / Scheduling. The Designer estimates reaching satisfactory completion of the Services within six weeks of the Effective Date. The term "**satisfactory completion**" of the Services means when the software and documentation developed for the Website performs to the specifications set forth on **Schedule A**, pending the approval of the Owner. This estimation does not include time during which the Designer must wait for the Owner to provide materials or information necessary for the completion of the Services. The Designer agrees to notify the Owner of any anticipated delays in completing the Services.

4. Payments. In consideration for the Services, the Owner will pay the Designer \$[Total Cost]. Fifty percent of the payment is non-refundable and is due at the time this agreement is signed. Final payment is due upon the Designer completing the website, and obtaining the Owner's approval that the Services have been fulfilled as per the Agreement.

5. Ownership Rights. The Owner will own all of its proprietary information as included in the Services, as well as all source code, object code, screens, documentation, digital programming, operating instructions, design concepts, content, graphics, domain names, hosting, characters, stored data, and reports and notes prepared by the Designer.

6. Designer the Ownership Rights and Grant of License. Notwithstanding any other provision of this Agreement, the Services will/may include some programming code that the Designer has previously developed for its own use (the "**Designer's Prior Code**"). The Designer expressly retains full ownership of such code, including all associated rights to use such code.

7. Copyright Notice. The Designer shall include the following copyright notice (or any other notices requested by the Owner) to be displayed on each page of the Website that can be viewed by a user: "© [Year], [Client's Name and/or Company]"