



## CHESAPEAKE GRAPHIC DESIGN SOLUTIONS

710 Long Bar Harbor Road  
Abingdon, MD 21009  
*ChesapeakeGDS.com*

This Website Design and Development Agreement (“Agreement”) is between YOUR COMPANY (“Client”) of ADDRESS, and Bill Ekey (“Developer”) of Chesapeake Graphic Design Solutions.

### **Project Description**

Client wishes to hire Developer to create a Website. The specific requirements and the details as understood by the Developer are as follows:

- The Website will highlight the Client’s DESCRIPTION OF WEBSITE CONTENT.
- The Website will include links AS APPLICABLE – LINKS DESCRIBED. (Only if applicable.)
- The Website will include a store which will allow users of the Website to purchase ITEMS FOR PURCHASE. (Only if applicable.)
- The Website will include a Contact page which will allow website users to send a message to the Client.

### **Additional Considerations**

- The Client may request additions and deletions to the Website prior to final acceptance. Major changes may incur additional costs which will be agreed upon in writing in advance.
- Client will provide text, photographs, other images, documents, audio files, and other resources to be used on the Website. These may be provided as hard copies (if applicable) or electronically. The Developer may create additional items for the Website with the Client’s approval.
- Developer will use Wix, a website builder.
- Developer will provide support to the Client and minor changes to the Website at no charge for six months after the website is completed.

### **Proposed Schedule**

Initial Meeting: Review the Agreement: \_\_\_\_\_

Website design concept(s) provided to Client: \_\_\_\_\_

*This will include a model or models of Website page designs.*

Final design selected and approved by the Client: \_\_\_\_\_

*Client and Developer will agree on the appropriate Wix website plan and domain name and associated costs. One-half of the total project cost will be due at this time.*

Developer purchases the appropriate Wix website plan and domain name: \_\_\_\_\_

*Client agrees to reimburse Developer for these costs upon presentation of receipts.*

Developer provides the Client with a link to the Website for review: \_\_\_\_\_

*This is an on-going process in which the Client will request changes or corrections to the Website and the Developer will update the Website for the Client’s further review.*

Developer transfers ownership of the Website to the Client: \_\_\_\_\_

*At this time, the Developer and Client will complete any necessary steps required to allow the Client to accept payments through the Website if applicable. The Developer will provide the Client with a flash drive containing all images and files used on the Website.*

Final payments are made by the Client to the Developer: \_\_\_\_\_

### **Costs**

Total Project Cost: \$\_\_\_\_\_

Wix Website Plan (PLAN NAME): \$\_\_\_\_\_ for one year renewing on DATE.

Domain Name: Free for one year renewing on DATE, for \$\_\_\_\_\_ per year

Domain Privacy: \$\_\_\_\_\_ for one year, renewing on DATE.

### **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 Developer in order for Developer to complete the Website in its final form. Developer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Developer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

### **Ownership Rights**

Client continues to own any and all proprietary information it shares with Developer during the term of this Agreement for the purposes of the Project. Developer has no rights to this proprietary information and may not use it except to complete the Project. Upon completion of the Agreement, Client will own the final website design.

While Developer will customize Client's Website to Client's specifications, Client recognizes that websites generally have a common structure and basis. Developer continues to own any and all template designs he may have created prior to this Agreement. Developer will further own any template designs he may create as a result of this Agreement.

Client agrees to permit Developer to provide a link from the Developer's website to the Client's website as an example of the Developer's work.

### **Representations and Warranties.**

Developer. Developer represents and warrants that he/she has the right to enter into and perform this Agreement. Developer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Developer's knowledge. In the event that Developer does not have these rights, Developer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Developer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Developer may experience or will take responsibility so that Developer does not experience any damages.

**Disclaimer of Warranties**

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

**Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO 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.

**Legal Fees**

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys’ fees.

**Legal and Binding Agreement**

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

DEVELOPER

Signed: \_\_\_\_\_

Date: \_\_\_\_\_