

DISCLAIMER: This sample contract is provided for illustrative purposes only and should not be construed as an offer of legal advice or counsel. Consult a licensed contract attorney before entering into any agreement.

WEB SITE DEVELOPMENT CONTRACT

1. **Parties:** This Agreement is entered into and is effective as of [DATE] by and between [VENDOR] (referred to herein as "Contractor"), and [CLIENT] (referred to herein as "Client"), for the purpose of designing and building a Web Site and related software to reside at this URL: <http://www.com>. This Agreement shall commence on [DATE], and shall remain in effect until all obligations under this Agreement have been properly completed.
2. **General:**
 - a.) Guarantee: Contractor represents and warrants to Client that it has the experience and ability to perform the services entered into by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement. The performance of this Agreement shall not infringe on or violate the rights of any third Party, nor violate any federal, state, and municipal laws.
 - b.) Production Processes: Client will not determine or exercise control as to general procedures or formats necessary to fulfill the Agreement to the Client's satisfaction.
 - c.) Independent Contractor: Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of Client. Contractor further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.
 - d.) Termination: Either Party to this Agreement may terminate this Agreement, with or without cause, by providing at least seven (7) days written notice to the other Party. Upon termination of this Agreement, the Contractor shall deliver a Termination Invoice for work completed to date, which shall be paid by the Client. The Termination Invoice shall specify all unpaid work hours at the agreed hourly fee of \$000, not to exceed the Total Cost Estimate of \$000,000.00. On Termination all work completed to date shall be delivered to the Client in a usable electronic format.
3. **Confidentiality and Nondisclosure:**
 - a.) Definition of Confidential Information: Each Party agrees that all information and materials disclosed by the Parties regarding a proposed business deal between the parties, including the terms and conditions of this Agreement and the existence of the discussion between the Parties, will be considered and referred to collectively in this Agreement as "Confidential Information". Confidential Information does not include information that is now or subsequently becomes generally available to the public through no fault or breach on the part of either Party; either Party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving Party; is independently developed by either Party without the use of any Confidential Information; or either Party rightfully obtains from a third Party who has the right to transfer or disclose it.
 - b.) Nondisclosure and Nonuse of Confidential Information: The Parties shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees and trusted subcontractors with a need to know, and each Party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The Parties accept the Confidential Information for the sole purpose of evaluation in connection with either Party's business discussions with each other. Each Party shall not use Confidential Information otherwise for its own or any third Party's benefit without the prior written approval of an authorized representative of the disclosing Party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law.

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c.) **Miscellaneous:** All Confidential Information remains the property of the disclosing Party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether expressed or implied, as to its accuracy or completeness. Each Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each Party may have.

4. **Development Procedure:** The Parties shall , in the pursuance of Section 1.), conform to the following procedure in the sequence indicated:

a.) **Scope:** The Contractor agrees to construct a Web site such that its features shall conform to the specifications set out in the Technical Specifications Document, a copy of which is located at <http://www.net/TechSpecs.doc>. Work requests submitted by the Client requesting features beyond the scope of the Technical Specifications Document shall be considered Enhancements (see 4g.).

b.) **Cost:** The Contractor agrees to deliver all functionality specified in the Technical Specifications Document for a Total Cost not to exceed \$[COST].

c.) **Timeline:** The Contractor agrees to make all reasonable efforts to deliver the functionality specified in the Technical Specifications Document by [DATE].

d.) **Deposit Schedule:** The Contractor verifies receipt of a Database and Template Development Deposit in addition to Design and Front-End Development Deposit, and agrees to commence work on the Web Site immediately and upload completed work as a Live Demo onto a Demo Directory, located at <http://www.net/demo/>. A tabular itemization of the Deposit Schedule follows:

PAYMENT DESCRIPTION	STATUS	AMOUNT
Database and Template Development Deposit	Due prior to commencement of back-end work	\$
Database and Template Development Balance	Due upon completion of back-end work	\$
Design and Front-End Development Deposit	Due prior to commencement of front-end work	\$
Design and Front-End Development Balance	Due upon client approval of Web site	\$
TOTAL:		\$00,000.00

e.) **Database and Template Development Balance:** On completion and testing of the Database and Template functionality as specified in the Technical Specifications Document, the Database and Template Development Balance shall be paid in the amount not to exceed \$00,000.00

f.) **Design and Front-End Development Balance:** On Client approval of the Design and Front End of the Web site, as specified in the Technical Specifications Document, the Design and Front-End Development Balance shall be paid in the amount not to exceed \$00,000.00

g.) **Source Code Upload:** On receipt of all outstanding balances by the Contractor, the Web site files shall be uploaded to the Client's Internet Server where it will reside at: <http://www.com>. After upload, the Contractor will test the uploaded files to ensure that full functionality has been delivered consistent with the Technical Specifications Document.

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h.) Enhancements: Client may submit work requests for features beyond the scope of the Technical Specifications Document. On receipt of an Enhancement request, Contractor shall provide Job Estimates at the hourly rate of \$000 for such work. The Job Estimate shall specify the amount of time required to perform each task, and a description of each task. The Job Estimate shall include the Total Estimated Fee for the Job. The Contractor shall agree to complete the tasks defined in the Job Estimate and shall not exceed the Total Estimated Fee.

5. **Copyright:**

a.) Original Ownership: All original icons, logos, illustrations, and graphic designs created by the Contractor for use on the Client Web site are the exclusive property of the Contractor until receipt of the Total Fee amount.

b.) Transfer: On receipt of the Total Fee by the Contractor, Client is authorized to have exclusive use of all icons, logos, illustrations and graphic designs appearing on the Client Web site for purposes of marketing, advertising, and promotion of the Client and its subsidiaries. Contractor agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose, or otherwise make the work product available to third Parties without Client's prior written consent. Any rights granted to Contractor under this Agreement shall not affect Client's exclusive ownership of the work product.

6. **Entire Agreement and Governing Law**: This Agreement constitutes the entire agreement with respect to the Design and Development of the Client Web site and supersedes all prior or contemporaneous oral or written agreements concerning such confidential information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of [STATE], excluding that body of [STATE] law concerning conflicts of law.

Signature: Understood and Agreed to by duly authorized representative of the Parties.
