

WEB DESIGN CONTRACT

1. 1. Parties

This Web Design Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [DESIGNER OR AGENCY NAME], a [ENTITY TYPE] located at [DESIGNER ADDRESS] (the "Designer"), and [CLIENT NAME], a [ENTITY TYPE] located at [CLIENT ADDRESS] (the "Client"). The Designer and the Client are referred to individually as a "Party" and together as the "Parties." The day-to-day project contacts are [DESIGNER CONTACT AND EMAIL] and [CLIENT CONTACT AND EMAIL], and each Party will keep a single decision-maker authorized to approve work and incur costs. Notices under this Agreement are effective when delivered to the addresses and email addresses above.

2. 2. Scope of Work and Deliverables

The Designer will design and build a website for the Client consisting of [NUMBER] unique page designs or templates, covering [PAGE LIST, e.g., home, about, services, blog index, blog post, contact], built on [PLATFORM, e.g., WordPress, Webflow, Shopify, custom stack]. Deliverables include responsive layouts for [BREAKPOINTS, e.g., desktop, tablet, and mobile], a basic on-page SEO setup covering titles, meta descriptions, and heading structure, integration of [INTEGRATIONS, e.g., contact forms, analytics, email marketing], and migration of up to [CONTENT VOLUME, e.g., 20 existing pages or posts]. Anything not listed here — additional templates, e-commerce functionality, custom applications, multilingual versions, ongoing content entry, illustration, or copywriting — is out of scope and will be quoted separately before any work begins.

3. 3. Client Responsibilities and Content Delivery

The Client will supply all website content by [CONTENT DUE DATE], including final written copy, logo files in vector format, brand guidelines, product or service information, imagery the Client has the right to use, and any legal pages such as a privacy policy. The Client will also provide administrative access to the domain registrar, hosting account, DNS, analytics, and any third-party services required for the build. The Designer may use placeholder text and stock imagery to keep production moving, but placeholder content will not be treated as a deliverable and the launch date is not guaranteed until final content is received. If content is more than [CONTENT GRACE PERIOD, e.g., 15 days] late, the Designer may reschedule remaining work around other committed projects and invoice for the phase completed to date.

4. 4. Design Direction, Revisions, and Change Orders

The Designer will present [NUMBER] initial design direction(s) for the Client to select from. After a direction is selected, the fee includes [NUMBER] round(s) of revisions per template, where a round means one consolidated set of written feedback representing every stakeholder on the side of the Client. Additional rounds, a change of direction after selection, or feedback that reopens an approved template are billed at [REVISION RATE] and require written approval before the Designer proceeds. Work requested that expands the scope in Section 2 requires a written change order stating the added cost and the revised delivery date, signed or confirmed by email by both Parties. A template is deemed approved when the Client approves it in writing or [ACCEPTANCE PERIOD, e.g., seven days] pass after delivery without written objection.

5. 5. Timeline, Milestones, and Dormant Projects

The Project begins on [START DATE] and is scheduled to launch by [LAUNCH DATE], according to the milestone schedule in Exhibit A. The Client will respond to requests for feedback, files, or approvals within [FEEDBACK WINDOW, e.g., five business days]. Any delay in content, feedback, approvals, or third-party access

extends the launch date by at least the length of the delay, and the Designer is not responsible for missed marketing or campaign dates caused by such delay. If the Client is unresponsive for more than [DORMANCY PERIOD, e.g., 30 days], the Project becomes dormant, all work performed to that point becomes immediately invoiceable, and restarting requires a rescheduling fee of [RESTART FEE] plus availability in the calendar of the Designer.

6. 6. Fees, Deposit, and Payment Schedule

The total fee for the Project is [PROJECT FEE], payable as follows: a non-refundable deposit of [DEPOSIT AMOUNT OR PERCENTAGE] on signing, [MILESTONE PAYMENT] on approval of the design direction, and the balance due before the site is made live on the production domain. The deposit reserves production time in the schedule of the Designer and is credited against the total fee. Invoices are due within [PAYMENT TERM, e.g., 14 days] and amounts past due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. If any invoice is more than [SUSPENSION TRIGGER, e.g., 14 days] past due, the Designer may pause work and withhold launch, files, and access credentials until the account is current.

7. 7. Third-Party Products, Licenses, and Recurring Costs

The fee excludes third-party costs such as domain registration, hosting, SSL certificates, themes, page builders, premium plugins or apps, stock photography, licensed fonts, email delivery services, and paid API access. The Designer will identify anticipated third-party costs before purchase, and the Client will either buy them directly or reimburse the Designer at cost against receipts. Licenses will be registered in the name of the Client wherever the vendor allows it, and the Client is responsible for renewing them after launch. The Designer does not warrant the performance, security, or continued availability of any third-party product and is not liable for a vendor discontinuing, repricing, or breaking a product the site depends on.

8. 8. Browser Support, Testing, and Acceptance

The Designer will test the site on the current and immediately preceding major versions of [SUPPORTED BROWSERS, e.g., Chrome, Safari, Firefox, and Edge] and on representative mobile devices at the breakpoints listed in Section 2. Support for legacy browsers, specific device models, assistive technology conformance beyond [ACCESSIBILITY TARGET, e.g., WCAG 2.1 Level AA best-effort], or specific performance scores is included only if stated here: [ADDITIONAL TESTING REQUIREMENTS]. The Client will review the staging site and submit a single consolidated defect list within [UAT WINDOW, e.g., ten days] of being notified that the site is ready for review. The Designer will correct defects that cause the site to differ materially from the approved designs or agreed functionality; items on that list which are new requests rather than defects are handled as change orders under Section 4.

9. 9. Launch, Handoff, and Post-Launch Support

On receipt of the final payment, the Designer will deploy the site to the production environment of the Client and provide handoff materials including administrator credentials, a list of installed plugins or apps, and a walkthrough of up to [TRAINING HOURS, e.g., two hours] covering routine content edits. For [WARRANTY PERIOD, e.g., 30 days] after launch, the Designer will fix at no charge any defect that causes the site to depart materially from the approved build. That warranty does not cover changes made by the Client or a third party, content edits, plugin or platform updates, hosting failures, or new feature requests. Ongoing maintenance, backups, updates, monitoring, and support after the warranty period are available under a separate agreement at [MAINTENANCE RATE].

10. 10. Intellectual Property and Ownership

On receipt of full payment of all amounts due, the Designer assigns to the Client all right, title, and interest in the final approved page designs, custom graphics, and custom code created specifically for the Client under this Agreement. Until full payment is received, the Designer retains all rights and the Client has no license to publish or use any deliverable. The Designer retains ownership of pre-existing frameworks, component libraries, code snippets, design systems, and development tools used to build the site (the "Background IP"), and grants the Client a perpetual, non-exclusive, royalty-free license to use that Background IP as embedded in the site. Unselected concepts and rejected directions remain the property of the Designer. Third-party themes, plugins, fonts, and stock assets remain governed by their own licenses and are not assigned. Layered source files are included only if listed in Section 2 or purchased separately at [SOURCE FILE FEE].

11. 11. Portfolio Rights, Credit, and Confidentiality

The Designer may display screenshots, video walkthroughs, and a written description of the Project in a portfolio, website, social media account, awards entry, or case study, and may link to the live site. If the Project is confidential before launch, the Client may request an embargo in writing, and the Designer will not publish until [EMBARGO DATE] or until the site goes live, whichever comes first. Unless the Client objects in writing, the Designer may place a discreet credit line reading [CREDIT LINE] in the site footer. Each Party will keep confidential the non-public information of the other, including business plans, pricing, unreleased products, analytics, and access credentials, and will use that information only for the Project. Credentials shared for the build will be stored securely and will be rotated or handed back at project close.

12. 12. Cancellation and Kill Fee

The Client may cancel the Project at any time by written notice. On cancellation, the Client will pay for all work completed through the cancellation date, will not receive a refund of the deposit, and will pay a kill fee of [KILL FEE PERCENTAGE] of the unbilled balance to compensate the Designer for reserved production time. If the Designer cancels for any reason other than a breach by the Client or non-payment, the Designer will refund prepaid amounts for work not performed and will deliver the work completed to date in its current state. No ownership transfers for work that has not been paid for, and the Designer may remove any staging site, preview, or hosted asset it controls [STAGING REMOVAL PERIOD, e.g., 30 days] after cancellation.

13. 13. Warranties, Limitation of Liability, and Indemnification

The Designer warrants that the work will be original, will be performed with professional skill and care, and will not knowingly infringe the rights of any third party. The Client warrants that all copy, images, trademarks, data, and other materials it supplies are owned or properly licensed and may lawfully be published. Except for those express warranties, the site is provided without further warranty of any kind, including any implied warranty of merchantability or fitness for a particular purpose, and the Designer does not warrant that the site will be uninterrupted, error-free, secure against every attack, or achieve any particular search ranking, conversion rate, or traffic level. Neither Party is liable for indirect, incidental, consequential, or special damages or for lost profits or lost data, and the total liability of the Designer will not exceed the total fees paid by the Client under this Agreement. Each Party will defend and indemnify the other against third-party claims arising from breach of its own warranties in this section.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws principles. The Parties will attempt to resolve any dispute through direct discussion for at least [NEGOTIATION PERIOD, e.g., 21 days] and then through non-binding mediation in [MEDIATION LOCATION] before filing suit in the state or federal courts located in [VENUE COUNTY AND STATE]. The prevailing Party may recover

reasonable attorney fees and costs. This Agreement, together with its exhibits and any signed change orders, is the entire agreement between the Parties and replaces all earlier proposals and conversations; amendments must be in writing and confirmed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business, and neither Party is liable for delay caused by events beyond its reasonable control.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

DESIGNER: [DESIGNER OR AGENCY NAME]. Signature: _____. Printed Name:

[DESIGNER SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This

Agreement may be executed in counterparts, and electronic or scanned signatures have the same effect as original signatures on a single document.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Web design engagements vary by state, platform, and project type, and some terms such as non-refundable deposits, kill fees, and accessibility commitments are treated differently across jurisdictions and industries. Review and adapt this document for your own facts, and consult a licensed attorney before using it for a high-value build. Downloading or using this template does not create an attorney-client relationship with ScanContract.

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