

# Advanced Web Ventures

## Web Development Contract

**Client:** \_\_\_\_\_ of Company: \_\_\_\_\_.

**Service Provider:** \_\_\_\_\_ of Company \_\_\_\_\_.

**Project Time Estimate:** \_\_\_\_\_ to \_\_\_\_\_ Weeks.

**Deadline (Approximate):** \_\_\_\_\_.

**Starting Date:** Starts on \_\_\_\_\_ and upon acceptance of this contract, in addition to submitting the project deposit in the first phase.

### Phase 1 - \$\_\_\_\_\_ Deposit (30%)

**Estimated Due Date: March 10**

- Task 1 (Setup)
- Task 2
- Task 3
- Task 4
- Task 5

**Suggested Technologies:**

### Phase 2 - \$\_\_\_\_\_ After Completed (30%)

**Estimated Due Date:**

- Task 1 (Design & Development)
- Task 2
- Task 3
- Task 4
- Task 5

**Number of Revisions:**

### Phase 3 - \$\_\_\_\_\_ Paid Prior to Launch (40%)

**Estimated Due Date:**

- Task 1 (Implementation)
- Task 2
- Task 3
- Task 4
- Task 5

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## **Terms & Conditions:**

By both the "Client" and the "Service Provider" entering into this agreement, both parties agree to work together to complete the new project.

The Service Provider agrees to provide quality development and programming work and assist the Client with general setup and configuration of the software service as expected. Additionally, the Client agrees to compensate the Service Provider for the work rendered. The Service Provider will be compensated based on the dollar amounts indicated next to each phase defined above and once each phase is completed. The Client additionally agrees to provide an initial deposit. By agreeing to this contract and paying the initial deposit, the Client acknowledges that the Service Provider is capable of completing duties and requirements of the project outlined in this contract.

### **Compensation**

If for any reason, the Client decides to cancel the project, is not willing to follow through on the required duties to complete the project, or is not physically able to assist in the completion of the project, she agrees to compensate the Service Provider at a pro-rated amount for the work that the Service Provider has completed thus far. Similarly, any work that is completed by the Service Provider, must be immediately turned over to the Client upon receiving payment. For example, if the project is currently in Phase 2 but the client opts to cancel the project, the Service Provider will complete that phase and hand over the project in it's entirety to the Client upon receiving the remaining money due for Phase 2.

The Client must compensate the Service Provider for his work within 14 days of each phase being completed, or immediately upon the contract being voided by the Client. If the Client does not abide by this, the Client agrees to allow for 10% of the unpaid amount due to be added onto the current invoice.

### **Additional Services**

Any work that is required or expected beyond the scope of the project outlined above may require additional compensation at the minimum hourly rate of \$60/hr or another form of compensation that both the Service Provider and the Client agree to. Before any additional work is begun at an hourly rate, the Service Provider must supply the Client with a written dollar estimate and approximate completion date of the additional rendered services.

### **Completion and Due Date**

Upon Completion of this project and fulfillment of this contract, the Service Provider agrees to surrender any and all code, files and intellectual property owned by and paid for by the Client. Work that is not paid for by the Client will remain under the control and supervision of the Service Provider until it is paid for.

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Each phase of this project is time sensitive. The Service Provider agrees to complete the project and do so in a reasonable time frame. The project is expected to take no longer than the estimated time mentioned above, given that the Client communicates with the Service Provider and supplies him with the necessary information and resources to complete the project. If the project is expected to take longer than the quoted time, the Service Provider.

Information that's required to complete this contract's services include, but are not limited to: domain login and server access information, database access, additional software access if other important softwares are controlled by the Client and are necessary for the completion of the project.

Third parties and other service providers that are expected by the Client to contribute to the project can sometimes delay the completion of a project. The Service Provider named above will not be held accountable for delays caused by third parties. For example, if a content writer or graphic designer that is not associated with the Service Provider is assigned duties by the Client, the Service Provider will not be liable for the actions of that third party. Third parties are outside contractors. These contributors are not hired, compensated and supervised by the Service Provider.

If the Client is not able communicate with the Service Provider for any reason, or is not able to advise the Service Provider with general direction of the project, the project's deadline may need to be pushed back. If the project is pushed back for more than 2 months, the project will be considered "incomplete" and a new contract will need to be written and mutually agreed upon by both parties before more services are rendered. Ultimately, both parties must put forth a valiant effort to complete this project to avoid delays.

## **Ownership**

Upon completion of the project and payment made in full, the Client will have ownership over the completed custom work developed by the Service Provider. The Service Provider will make the new development project live and usable online as expected by the owner. The Client may also request that a physical copy, such as on a Flash Drive, be mailed to them.

Additionally, the Client agrees that the Service Provider may use, in an unlimited fashion, the finished production version of the software product for marketing efforts, such as within a portfolio, print materials, online materials and other advertising to demonstrate the Evaluators value and capabilities to future potential clients, customers and business partners.

## **Software Backups**

As a protection to our clients, the Service Provider will keep one or more backups of our client files for a minimum of 3 months after the launch of the project. This is not a guaranteed service, but is an added effort to assist our clients in protecting their online property and information. If a client does not wish for us to maintain a backup of files for safekeeping, the Client has the right to request that we delete the backup(s) and related private Client information at any time within 6 months after the project is complete.

Upon the website being paid for and transferred to the Client, the Client will be responsible for maintaining the website files, database and all subsequent backups of the website system after the new website is launched. The Service Provider and it's employees, partners and affiliates will not be held responsible for

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any lost information due to software or hardware failure, hack attempts, improper handling, error, security breaches or willful loss of information. It is the responsibility of the client to maintain their own information, security and property.

The Service Provider will be happy to provide backup and security services for a monthly fee determined by the Service Provider. All backup and security agreements must be in writing prior to services being rendered.

### **Contract Enforcement**

If any portion of this contract is non-enforceable by law, both parties agree to uphold the enforceable parts of this contract. This contract will be upheld in the state where the Service Provider is legally authorized and registered to do business.

The Client

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

Address: \_\_\_\_\_

The Service Provider

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

Address: \_\_\_\_\_

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