

WEB DEVELOPER CONTRACT

This web developer contract (the “Contract”), dated this _____, is made and entered into by and between:

Web Developer: _____ with a mailing address of _____ (“Contractor”), and

Client: _____ with a mailing address of _____ (“Client”).

Contractor and Client are referred to collectively as the “Parties” hereinafter.

WHEREAS Contractor has full capability, authority, and capacity to provide certain web-developer services described in this Contract; and

WHEREAS Client desires to hire Contractor to provide said web-developer services, and Contractor is willing to perform them under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Services. Contractor shall provide industry standard web-developer services as reasonably necessary to perform the work set out under this Contract. Specifically, Contractor shall perform the following services:

(hereinafter, the “Services”).

It is further agreed that any desired changes to the scope of these Services must be approved with the prior written consent of both Parties.

II. Compensation. Client agrees to pay Contractor the following compensation for the Services performed under this Contract: (*check one*)

- ☐ - \$ _____ / Hour.
- ☐ - \$ _____ for the Services.
- ☐ - Other: _____.

Completion shall be defined as the fulfillment of Services as specified under Sections I and IV of this Contract, subject to other provisions of this Contract, general industry standards, and the approval of the Client, which shall be unreasonably withheld.

III. Payment. Contractor agrees to be compensated in the amount specified under Section II of this Contract in the following manner: *(check one)*

- ☐ - At completion of the Services performed.
- ☐ - On a ☐ weekly ☐ monthly ☐ yearly basis, beginning on _____, and terminating upon the completion of the Services.
- ☐ - Other. _____.

IV. Due Date. The Services provided by the Contractor shall: *(check one)*

- ☐ - Be completed by _____.
- ☐ - Not have a due date.
- ☐ - Other. _____.

V. Expenses. Contractor shall be: *(check one)*

☐ – Reimbursed for expenses performed under this Contract. Specifically, this shall be known to include: *(check one)*

☐ - All expenses and costs, including but not limited to supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

☐ - Only the following expenses that are attributable directly to the Services performed under this Contract: _____.
Client shall be required to pay Contractor within thirty (30) days of any such expense after receiving an itemized expense statement from Contractor. Upon request by Client, Contractor shall furnish proof of any receipt or record of purchase for said expenses.

☐ – Responsible for all expenses and costs incurred related to providing the Services under this Contract. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided.

VI. Web Hosting. Client agrees to acquire and pay for all costs associated with web hosting services in order to allow full access to the website.

VII. Liability Insurance. Contractor agrees to bear all responsibility for the actions related to themselves and any and all of Contractor's employees, personnel, agents, and contractors. Contractor agrees to obtain or hold comprehensive liability insurance coverage in case of bodily or personal injury, property damage, contractual liability, and cross-liability during the course of this Contract. There shall be: *(check one)*

☐ – No set minimum amount required for said liability insurance.

☐ – A minimum dollar amount for said liability insurance, which shall be a combined single limit of \$ _____.

VIII. Termination. This Contract shall terminate upon: *(check one)*

☐ - Completion of the Services provided.

☐ - Specific date of _____.

☐ - Other: _____.

IX. Option to Terminate. Client or Contractor may terminate this Contract at any time for cause by providing written notice of a material breach of the other Party. Either of the Parties shall issue notice to terminate this Contract in the event of such breach by providing _____ days' written notice to the other Party.

X. Independent Contractor Status. Contractor, pursuant to the Internal Revenue Code, is an independent contractor. Neither the Contractor nor Contractor's employees, agents, personnel, or contractors shall be deemed, construed, or referred to as the Client's employees.

XI. Federal and State Taxes. Under this Contract, Client shall not be responsible for withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from Contractor's payments to employees or make payments on behalf of the Contractor. Nor shall Client be responsible for making federal or state unemployment compensation contributions on Contractor's behalf, nor any tax payments incurred by Contractor related to or while performing the Services under this Contract, including all applicable income taxes and, if Contractor is not a corporation, all applicable self-employment taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made in fact.

XII. Indemnification. Contractor hereby agrees to indemnify and hold the Client harmless from any loss or liability arising from or related to the performance of the Services under this Contract.

XIII. Confidentiality. Contractor acknowledges that it may be necessary for Client to disclose certain non-public, confidential, or proprietary information to Contractor in order for Contractor to perform the duties imposed by this Contract. In the event that Client divulges such confidential or proprietary information, Contractor acknowledges that disclosure to a third party or misuse of such proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Contract, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform Services when authorized.

Proprietary or confidential information includes, but is not limited to, the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use, any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information, and information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of delivering the Services to Client. Upon termination of this Contract, or at Client's request, Contractor shall deliver to Client all materials in the Contractor's possession relating to Client's business. Contractor acknowledges any breach or threatened breach of confidentiality that this Contract will result in irreparable harm to Client for which damages alone would be an inadequate remedy.

XIV. Work Product Ownership. The product of any and all work performed under this Contract ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client. Contractor hereby assigns to Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of Client's ownership in the Work Product.

Contractor hereby assigns to Client all right, title, and interest in any and all Work Product arising from Contractor's performance of the Services under this Contract, including, but not limited to, any royalties, proceeds, or other benefits derived from such Work Product. Client shall be entitled to use Contractor's name and likeness and any and all Work Product in advertising and other campaigns or materials.

XV. No Partnership. This Contract does not create a partnership relationship between Client and Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XVI. Governing Law. This Contract shall be governed by the laws of _____.

XVII. Severability. This Contract shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

XVIII. Breach Waiver. Any waiver by Client of a breach of any section of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

XIX. Additional Terms and Conditions. _____

_____.

XX. Entire Agreement. This Contract, along with any attachments or addendums, represents the entire agreement between the Parties. Therefore, this Contract supersedes any prior agreements, promises, conditions, or understandings between Client and Contractor.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have caused this Contract to be executed as of the date first above written.

Client Signature: _____ **Date** _____

Print Name _____

Contractor Signature: _____ **Date** _____

Print Name _____