

Website Development Agreement

This Website Development Agreement (“Agreement”) is being made between __CLIENT_NAME__ (that’s “You”) located at __CLIENT_ADDRESS__ and ByteMethod Consulting (that’s “We” or “Us”) located at PO Box 23114, Victoria, British Columbia, V8V 4Z8, Canada. __CLIENT_NAME__ and ByteMethod Consulting may also be referred to as “Party” or together as the “Parties”.

1. Services

You want a website and We can’t wait to build it for You. We will provide You with the following services (“Services”) in a timely and professional manner.

You agree to provide us with everything necessary to complete the project including logo, text, images, link(s) to social media, hosting credentials and any other information we request as we need it, and in the format we require. We wish to avoid any delays. Deadlines work both ways and you as well will be bound by any dates/timelines that we set forth. You also agree to adhere to the payment schedule outlined in this agreement.

We have the experience and ability to perform the requested services and will carry out our work in a professional and timely manner. We cannot be held responsible for a missed website launch date or deadline if you’ve not provided all content and/or revisions on time.

Description of the Services:

Design and development of a __SITE_TYPE__ site, containing __PAGE_COUNT__ pages (__PAGES__). This site includes a Content Management System (CMS) to enable You to make basic changes without the assistance of Us. The setup and configuration of website hosting services, domain registration, and Content Delivery Network (CDN) are also included in the scope of the Services. The Site will be tested in the major modern browsers (Google Chrome 90+, Microsoft Edge 90+, Mozilla Firefox 88+, and Apple Safari 14.1+). *The Site will not be tested with any version of Internet Explorer.*

If You decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would like to change by filling out a simple form called a "Change Order". The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. Speaking of costs...

2. Cost & Payment

They say nothing good in life is free, and this is no exception. Payments will be made pursuant to the Service Agreement between You and Us.

Total Cost of the Services: \$__COST_TOTAL__ (CAD)

Amount Due at Signing: \$__COST_PARTIAL__ (CAD)

Amount Due at Completion: \$__COST_COMPLETION__ (CAD)

3. Timeline

We know You are excited to receive your final product, and We don't want to leave You waiting. We will roll up our sleeves and get work on the agreed upon date and continue until the satisfactory completion of the Services. This means that We won't throw the towel in until the website We develop for You is performing exactly as agreed to. Here is the schedule We will follow:

Preliminary Design: __REVIEW_PRELIM__

Your Review: __REVIEW_ONE__

We want to keep You informed of the progress We are making on your website. We will share our work with You via Google Docs, and a live development version of the site and be available to answer any questions You may have during that time.

Your FINAL Review: __REVIEW__TWO__

Your FINAL review must include any and all feedback You have.

Completion: __COMPLETION_DATE__

We will be available for seven (7) days after the FINAL review to provide You with reasonable technical support and correct any possible errors or deficiencies. These errors or deficiencies do not include mistakes in the content you provided. Any work done outside of this period will be treated as billable and incur our standard hourly rate.

4. Copyright Notice

A Copyright notice that states “© 2020 __CLIENT_NAME__. All Rights Reserved.” will be displayed on the bottom of each page of your website.

5. Exclusive Design Credit

We’re proud of our work and reserve the right to apply the text “Designed by ByteMethod” on your website. This credit is often subtly placed in the footer. Should you wish to remove the credit, a fee of \$250 applies. Removal of our name does not mean surrendering our design credit to any other party. Without our expressed consent, you agree that “Designed by ByteMethod” will be visibly displayed on your site acknowledging design credit.

6. Intellectual Property

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files and login credentials, and You will be responsible for their safekeeping. We are not required to keep copies. You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

7. Confidentiality

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, login credentials, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

8. Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

9. Termination

We would really hate to see You go. If You decide We aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

10. Limitation of Liability

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

11. Dispute Resolution

- a. **Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. **Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c. **Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the Province of British Columbia, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon Province.
- d. **Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

12. Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

13. Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

14. Notices

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

ByteMethod Consulting

__CLIENT_NAME__

PO Box 23114, Victoria

__CLIENT_ADDRESS__

British Columbia, V8V 4Z8

__CLIENT_ADDRESS__

hello@bytemethod.ca

__CLIENT_EMAIL__

15. Let's Shake Hands

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below. This Agreement will become effective immediately.

__CLIENT_NAME__

ByteMethod Consulting

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____