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This is an **example** standard Website Design and Maintenance Agreement. At **Ephemeral Designs**, we are continuously evolving our contracts, and we custom-tailor them to the needs and interests of our individual clients. This sample agreement is provided here solely for the purpose of acquainting prospective clients with the nature of terms and conditions covered in typical web design contracts.

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### Website Design and Maintenance Agreement

This is a legal and binding contract between Ephemeral Designs and the Client listed below:

Client:	Date: Commissioned by: Job number:
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General description of assignment:

Primary use:

Additional users:

Number of individual screen pages or documents (if the screen is framed, indicate the number of screen pages or documents for each frame in parentheses):

Primary screen resolution:  
Maximum designed:  
Minimum designed:

Primary browser:  
Secondary browser:

Detailed description of assignment:  
(sections, subsections, documents, elements, etc)

Description of materials to be supplied by client:  
(final due date is predicated on receipt of all materials to be supplied by client)

Materials supplied by: (date)  
(beta version work starts after all materials are received. Due dates, milestone dates, and any early-completion bonus dates mentioned shall be delayed by the number of days by which the materials supplied by the client are late)

**Estimated Date Due:**

Estimated expenses:

Illustration:	ISP/Hosting:
Photography:	Client's alterations:
Models & props:	Communication:
Materials & supplies:	Travel & transportation:
Type:	Shipping & insurance:
Proof prints & copies:	
Software:	Total:

(the client shall reimburse Ephemeral Designs for all expenses, expense amounts (in £Sterling) are estimates only)

**Production schedule (including milestones, dates due and fees due)**

Milestone	Date due	Payment due
Contract signing		10% - £
Delivery of beta design (no later than twenty (20) days after contract signing and payment clearance)		30% -£
Discussion of final version		
Delivery of final version		60% - £
Upload of final version	The day after the final bill is settled	

Client agrees to pay Ephemeral Designs a bonus of £ per day in the event an acceptable Final Version of the site is delivered to the Client prior to (date).

## Terms:

### 1. Time for payment

Payment is due at each milestone due date as noted in the production schedule. All invoices for Billable Expenses are payable within thirty (30) days of receipt. A 1.5% monthly service charge is payable on all overdue balances of milestone payments and Billable Expenses. Ephemeral Designs retains all rights to all intermediate deliverables submitted at each milestone. The grant of any license or right of copyright to the Client is conditional on receipt of full payment by the Client of the Total amount and all Billable Expenses.

### 2. Default in payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

### 3. Estimates

If this form is used for an estimate or assignment proposal, the fees and Billable Expenses shown are minimum expenses only. Final fees and Billable Expenses shall be shown when invoice is rendered. The Client's approval shall be obtained for any increase in fees or expenses that exceed the original amount by ten percent (10%) or more.

### 4. Billable expenses

The Client shall reimburse Ephemeral Designs for all direct and indirect Billable Expenses arising from this assignment, regardless of whether the assignment is Cancelled or Terminated. Billable Expenses include, but are not limited to, costs of commissioning images or voice talent, software or run-time license costs, the payment of any taxes due on this assignment, any travel, research, postage and delivery, photocopying, and storage media expenses. The mark-up charged by Ephemeral Designs for supervisory and handling time on all Billable Expenses shall be \_\_\_\_\_ percent of the Billable Expenses incurred. The Client shall advance £ \_\_\_\_\_ to Ephemeral Designs upon the acceptance of the of the beta design for payment of said Billable Expenses.

### 5. Client's alterations

There shall be no charges to the Client for revisions or corrections or additions made necessary by errors on the part of Ephemeral Designs. Any other changes requested by the Client shall be considered Client's Alterations if they are requested after the acceptance of the final design. Any changes and additions not due to the fault of Ephemeral Designs and requested by the Client before the approval of the final design are not considered Client's Alterations. The Client shall be responsible for making additional payments at the rate noted herein for any Client's Alterations and any other changes in the original assignment requested by the Client. However, no additional payment shall be made changes required to conform to the original assignment description. The Client shall offer Ephemeral Designs the first opportunity to make any changes.

### 6. Internet access

Unless otherwise set forth herein in Description of Assignment, access to Internet will be provided by a separate Internet Service Provider (ISP) to be contracted by the Client and who will not be a party to this agreement. The Client shall provide Ephemeral Designs with the user id and password for their Internet access account if required.

### 7. Developer's guarantee for program use

Ephemeral Designs guarantees to notify the Client of any licensing and/or permission requirement for art-generating or electronic commerce or other proprietary programs to be used on the Client's website.

### 8. Warranty period

Ephemeral Designs agrees to ensure the web site retains all its functionality and conforms to the specifications during the Warranty period of \_\_\_\_\_ through \_\_\_\_\_. Ephemeral Designs also agrees to provide at no cost to the Client reasonable technical support during the Warranty period for the Client itself to maintain the site on the Internet, Intranet, or Extranet. Such maintenance and update may include correcting any remaining errors or any failure of the site to conform to the specifications, but support and assistance shall not be provided for the development of enhancements to the originally contracted project. Such assistance shall not exceed \_\_\_\_\_ hours per calendar month.

### 9. Support

After the expiration of the Warranty period, Ephemeral Designs agrees to provide the Client with reasonable technical support and assistance for the Client to maintain and update the site on the Internet, Intranet, or Extranet for a monthly fee of £ \_\_\_\_\_ paid quarterly, payable thirty (30) days prior to the commencement date of each Maintenance Period. Such support and assistance shall not be provided for the development of enhancements to the originally contracted project, though additional pages are covered. Site maintenance and updates performed by Ephemeral Designs shall be governed by separate Website Design and Maintenance Agreements between Ephemeral Designs and the Client.

**10. Confidential information**

Ephemeral Designs acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing such information, which are supplied by the Client to Ephemeral Designs or developed by Ephemeral Designs in the course of developing the site are to be considered confidential information. Information shall not be considered confidential if it is already publicly known through no act of Ephemeral Designs.

**11. Return of source information**

Upon the Client's acceptance of the Final Version, or upon the completion of the project, Ephemeral Designs shall provide the Client with all copies and originals of the source materials provided by the Client.

**12. Ownership of copyright**

The Client acknowledges and agrees that until final payment is made Ephemeral Designs retains all rights to copyright in the subject material then all copyrights shall be transferred wholly to the Client, except as noted in the final site breakdown.

**13. Progress reports**

Ephemeral Designs shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the site. Ephemeral Designs shall inform the Client promptly by telephone or e-mail upon discovery of any event or problem that may delay the submission of any milestone deliverables by more than calendar days.

**14. Testing and acceptance procedures**

Ephemeral Designs will make every good faith effort to test the deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. Unless otherwise noted in Acceptance milestone dates of the Productions schedule, during the Review period within calendar days of a Delivery, the Client shall either accept the deliverable and make the milestone payment set forth in the Production schedule, or provide Ephemeral Designs with written notice of any corrections to be made and a suggested date for completion of the corrections which should be mutually acceptable to both Ephemeral Designs and the Client, or provide a written notice of assignment termination if the work is found not to be reasonably satisfactory. The Client can Terminate the assignment only during the Review period following the Delivery of a milestone deliverable. Any other termination of the Assignment shall be considered a Cancellation subject to the stipulations of Item 15. Ephemeral Designs shall designate and the Client shall designate as the only designated persons who will send and accept all deliverables and receive and make all communications between Ephemeral Designs and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon day(s) notice to the other.

**15. Cancellation**

The client may declare the Cancellation of the assignment for reasons not related to Assignment termination defined in Item 16. In the event of Cancellation of this assignment by the Client, Ephemeral Designs shall retain any milestone payments made prior to cancellation. In addition, if cancellation is prior to the delivery of the beta design, a cancellation fee of twenty percent (20%) of the balance of total payments shall be made by the Client. If the cancellation is later but prior to the acceptance of the beta design, a fee of forty percent (40%) of the balance of the total payments shall be paid by the client. If the cancellation is later but prior to the delivery of the final version, the cancellation fee shall be seventy-five percent (75%) of the balance of total payments. If any later than this a cancellation fee of one hundred percent (100%) of the balance of all remaining fees shall be due. Regardless of when the project is cancelled, all Billable expenses already incurred by Ephemeral Designs or that Ephemeral Designs is liable to pay for shall be paid by the Client in full. In the event of cancellation, Ephemeral Designs retains ownership of all copyrights and any original artwork.

**16. Assignment termination**

In the event that work in progress is found by the Client not to be reasonably satisfactory in accordance with the Testing and acceptance procedures in Item 14, the client may pay a termination fee to terminate the assignment. Ephemeral Designs shall retain any milestone payments made prior to termination. If assignment termination occurs prior to the delivery of the beta design, the Client shall pay a termination fee of ten percent (10%) of the balance of total payments. If termination occurs after the delivery of the beta version, the termination fee shall be twenty percent (20%) of the balance of total payments. If the termination occurs after the acceptance of the beta version, the termination fee shall be one hundred percent (100%) of the balance of total payments. Regardless of when the project is terminated, all Billable expenses already incurred by Ephemeral Designs or that Ephemeral Designs is liable to pay for shall be paid by the Client in full. In the event of termination, Ephemeral Designs retains ownership of all copyrights and any original artwork.

**17. Credit lines**

Ephemeral Designs shall be given credit on all floppy disks, tapes, CD-ROMs, DVDs, tapes, documentation, packaging used to distribute copies of the site contents subject to this agreement. Ephemeral Designs shall also have the right to receive credit or copyright notice on any site document, program script, or artwork developed subject to this agreement. The size of all visible Ephemeral Designs credits or copyright notices

on any document shall not exceed 100 by 75 pixels, except on one document where it can be as large as 200 by 100 pixels.

**18. Alterations and additions to website**

If the Client wishes to modify or enhance the site, Ephemeral Designs shall be given first option to provide and offer to perform such modifications or enhancements.

**19. Other operating systems conversions**

Ephemeral Designs shall be given first option at compiling the website for operating or hardware or browsing systems beyond those stated in the Assignment description.

**20. Unauthorized use and program licenses**

The Client will indemnify Ephemeral Designs against all claims and expenses arising from uses for which the Client does not have specific rights or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of programs that require such payments.

**21. Warranty of originality**

Ephemeral Designs warrants and represents that, to the best of its knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained by the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that Ephemeral Designs has full authority to make this agreement; and that the work prepared by Ephemeral Designs does not contain any scandalous, libellous, or unlawful matter. This warranty does not extend to any uses that the client or others may make of Ephemeral Designs' product which may infringe the rights of others. CLIENT EXPRESSLY AGREES THAT IT WILL HOLD EPHEMERAL DESIGNS HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF EPHEMERAL DESIGNS' PRODUCT TO EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

**22. Limitation of liability**

Client agrees that it shall not hold Ephemeral Designs or its agents or employees liable for any incidental or consequential damages that arise from Ephemeral Designs failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of Ephemeral Designs or a third party. Furthermore, Ephemeral Designs disclaims all implied warranties, including the warrant of merchantability and fitness for a particular use.

**23. Modifications of the agreement**

Modifications of the Agreement must be written, except that the invoices may include, and the Client shall pay, fees or expenses that were orally authorised by the Client in order to progress promptly with the work.

**24. Acceptance of terms**

The signature of both parties shall evidence acceptance of these terms.

**Date:**

**Ephemeral Designs Authorised Signature:**

**Client Authorised Signature:**

**Client's name and title:**