CLIENT AGREEMENT

Web Design & Hosting Services Agreement

This Web Design & Hosting Services Agreement (the "Agreement") starts on _____ and is between the Designer and the Client named below.

DESIGNER

Business name: Main & Front

Business type and state (e.g. sole proprietorship, LLC): Sole proprietorship, New York

Business address:

Email: mainandfront@gmail.com

Phone: (347) 788-0578

CLIENT

Legal business name:

Contact person:

Business address:

Email:

Phone:

Schedule A (Project Scope and Price) and Schedule B (Monthly Care Plan) are part of this Agreement. By signing, both parties agree to the terms below.

1. Services

Designer will provide the services listed in Schedule A. These may include:

- Designing and building a new website, or redesigning an existing one
- Updates to an existing website
- Hosting and ongoing maintenance under a Monthly Care Plan (Schedule B)
- Add-ons such as logo and branding, photography, copywriting or basic SEO setup

Anything not listed in Schedule A is outside this Agreement. Extra work needs an approved change request (Section 4).

2. Fees and Payment

Client pays the project fee, any Care Plan fee shown in the Schedules, and all third-party costs.

- **Deposit.** A deposit of 50 % of the project fee is due before work begins. It is non-refundable once Designer starts work.
- **Balance.** The remaining balance is due before the website launches. Designer will not publish the site or hand over files until it is paid in full.
- **Payment plan.** If Schedule A shows a payment plan, Client pays in the installments listed there instead of the deposit and balance above. The first installment is due before work begins and is non-refundable once work starts. The last installment is due before the website launches.
- **Care Plan.** Monthly fees are billed in advance on the 1st of each month by automatic payment.
- **Due dates.** Invoices are due within 7 days. Late amounts incur a fee of 1.5 % per month, or the legal maximum if lower.
- **Third-party costs.** Client pays all third-party costs for its website, including the domain name and its renewals, hosting or platform plans, business email, paid add-on services, licensed fonts, stock photos and software

subscriptions. These are bought in Client's own accounts where possible. If Designer buys anything for Client, Client pays for it in advance or reimburses it at cost within 7 days, and Designer gets Client's approval before any single purchase over $ 100. Designer is never required to pay a third-party cost out of pocket. Fees do not include sales tax, which Client pays where it applies.

- **Invoice questions.** Client must raise any billing dispute in writing within 10 days of the invoice date.

3. Timeline and Client Responsibilities

The timeline in Schedule A starts once Designer receives the deposit and the content needed to begin. Client will:

- Provide text, logos, images, logins and brand materials by the dates in Schedule A
- Give feedback or approval within 5 business days of each request
- Name one person who can approve work for Client
- Have the rights to all materials it provides (Section 9)

Client delays extend the timeline by at least the length of the delay. If Client does not respond for more than 30 days, Designer may invoice for work completed and close the project. Restarting later may require a new schedule and a restart fee of $ 100.

4. Revisions, Change Requests and Approval

The project fee includes 2 rounds of revisions at each review stage. A round is one combined list of changes from Client.

- Extra rounds and new requests are billed at the hourly rate in Schedule A, or a quoted flat fee.
- Changes to a stage Client has already approved count as new work.
- Designer will send a written estimate (email is fine) before starting a change request. Work starts once Client approves it.
- The website is accepted when Client approves it in writing or it goes live, whichever comes first.

5. Hosting and Monthly Care Plan

If Client chooses a Care Plan in Schedule B, Designer will host and maintain the website for the monthly fee.

- **Platform.** Sites are hand-coded by Designer as standard web files (HTML, CSS and JavaScript), not built on a website builder or content management system, so Client does not get a login to edit the site. Designer makes content changes under a Care Plan or at the hourly rate. Under a Care Plan, the site is hosted in Designer's hosting account and the hosting cost is included in the monthly fee. Without a Care Plan, or if Schedule A says Client owns the account, the site is hosted in Client's own hosting account, and Client pays the provider directly if it charges. Hosting is subject to the hosting provider's own terms and uptime.
- **What's covered.** Schedule B lists what each plan includes, such as hosting, SSL, backups, updates and monthly edit time.
- **Unused time.** Edit time that isn't used does not carry over to the next month.
- **Not covered.** New pages, redesigns and new features are billed separately unless Schedule B includes them.
- **Backups.** Designer keeps backups as listed in Schedule B. Client should also keep its own copies of important content.
- **Price changes.** Designer may change the monthly fee with 30 days' written notice, for example if the platform raises its prices.
- **Late payment.** If a monthly payment is more than 15 days late, Designer may suspend the site after 5 days' written notice. Service resumes once the balance is paid.

6. Domains and Third-Party Services

Client owns its domain name and pays for it.

- The domain is registered in Client's name, with Client listed as the owner. Client pays the registration and every renewal, either directly to the registrar or by reimbursing Designer under Section 2.
- If Designer registers or manages the domain, Designer does so only on Client's behalf. Designer will transfer it to Client on request once any unpaid domain costs are paid.
- If Schedule B says Designer handles renewals, Designer does the renewal work and the renewal fee is still billed to Client at cost.
- Designer is not responsible if a domain lapses or is lost because a renewal fee went unpaid.
- Third-party services (hosting providers, payment processors, booking tools, email, maps, fonts) follow their own terms. Designer is not responsible for their outages, price changes or discontinued features.
- Client pays any fees and handles any compliance tied to third-party services it uses, such as payment processing.

7. Ownership and Intellectual Property

Once Client pays all fees in full, Client owns the final website design and the content made specifically for Client (the "Deliverables").

- **Before full payment,** Designer owns all work, and Client has no right to use it.
- **Client content.** Text, logos and images Client provides stay Client's property. Client lets Designer use them to build and maintain the site.
- **Designer's tools.** Designer keeps its pre-existing templates, code, layouts and methods. Client gets a permanent, non-exclusive license to use any that are part of the Deliverables, for Client's own website.
- **Third-party materials** (hosting platforms, code libraries, fonts, stock photos) are licensed under their owners' terms and paid for by Client.
- **Drafts and unused concepts** remain Designer's property.
- **Portfolio.** Designer may show the work in its portfolio and on social media only if Client says yes in Schedule A. Client may withdraw that permission in writing at any time, and Designer will remove the work from its own website and social media within 14 days. Designer may add a small "Site by" footer credit with Designer's business name, which Client may decline in writing.
- **AI-assisted tools.** Designer may use software tools, including AI tools, and reviews all output before delivery. Purely AI-generated material may have limited copyright protection.

8. Photography and Design Assets

This section applies when Schedule A includes photography, logo or branding work.

- **Photo copyright.** Designer owns all photographs until Client pays in full. Once Client pays in full, copyright in the edited photos delivered to Client transfers to Client.
- **Portfolio use.** Designer may show the delivered photos in its portfolio, website and social media only if Client says yes in Schedule A, on the same terms as the portfolio permission in Section 7.
- **Unedited files.** RAW files and unselected images are not included and stay with Designer unless Schedule A lists them.
- **People in photos.** Client is responsible for getting consent from staff or customers it asks to appear in photos, and permission to shoot at any location it does not own.

- **Logo and branding.** Once paid in full, Client owns the final logo and brand files, including the right to trademark them. Unused concepts stay with Designer.

9. Client Content, Copyright and Legal Compliance

Client is responsible for what its website says and offers, and for having the rights to everything it supplies.

- Client confirms it owns or has written permission to use every text, photo, logo, video, font, song and other material it provides or asks Designer to use, and that this content is accurate and lawful.
- Finding something online does not make it free to use. Designer will only use material Client has a license or permission for, and may refuse any request that could infringe someone's rights, such as copying another business's logo, photos or text.
- Any license the website needs (stock photos, fonts, music, paid add-on services) is bought in Client's name and paid for by Client.
- If Designer receives a copyright or trademark complaint about content Client provided, requested or approved, Designer may take that content down right away. Client pays for the time spent handling the complaint at the hourly rate in Schedule A.
- Client is responsible for its privacy policy, terms of service, cookie notices and any industry-specific rules. Designer will add legal pages Client provides but does not write legal text.
- **Accessibility.** Designer will make reasonable efforts to follow common accessibility practices the platform supports. Designer does not guarantee compliance with the ADA, WCAG or other accessibility laws unless Schedule A includes an accessibility audit.
- Designer may refuse to publish content it reasonably believes is illegal, infringing or harmful.

10. Warranties and Disclaimers

Designer will perform the services in a professional manner, consistent with industry standards.

- For 30 days after launch, Designer will fix bugs in its own work at no charge. Problems caused by Client edits, third-party services or platform changes are not covered.
- Designer does not guarantee search rankings, traffic, leads, sales or any other business result.
- Designer does not guarantee the site will be error-free or always available, since it depends on third-party platforms.
- Except as written in this Agreement, Designer makes no other warranties, express or implied, to the extent the law allows.

11. Limitation of Liability and Indemnification

Designer's total liability under this Agreement is limited to the fees Client paid Designer in the 12 months before the claim.

- Neither party is liable for indirect or consequential losses, such as lost profits, lost data or lost business.
- **Client protects Designer.** Client will cover Designer's losses, fines, settlements and reasonable legal fees from any claim about content or materials Client provided, requested or approved (including copyright and trademark claims), Client's products or services, or Client's breach of this Agreement.
- **Designer's copyright promise.** Designer will not knowingly use material that infringes someone else's rights. If a claim says original work Designer created infringes a copyright, Designer will replace that work at no charge or, if that is not practical, refund the fees paid for it. This is Designer's only obligation for such claims.
- These limits do not apply to fraud or willful misconduct.

12. Confidentiality

Each party will keep the other's non-public information private and use it only for this Agreement.

- This includes logins, passwords, customer data, pricing and business plans.
- Client should share logins through a password manager or another secure method, not plain email. Designer will remove its own access when the work ends, if Client asks.
- This duty lasts for 2 years after the Agreement ends, and with no end date for passwords and customer data.
- It does not cover information that is public, already known, or required by law to be disclosed.

13. Term and Termination

The project part of this Agreement ends when the site launches and is paid in full. A Care Plan continues month to month until cancelled.

- **Cancelling a Care Plan.** Either party may cancel with 30 days' written notice. Partial months are not refunded.
- **Ending a project early.** Either party may end the project with written notice. If Client ends it, Client pays for work completed to that date plus approved expenses, and the deposit is not refunded. If Designer ends it without cause, Designer refunds any amount paid beyond the work completed.
- **Breach.** Either party may end this Agreement if the other seriously breaches it and does not fix the problem within 10 days of written notice.
- **Site transfer.** Once all invoices are paid, Designer will give Client a complete copy of the site's files and move the site to a hosting account Client owns. Transfer work beyond 1 hour is billed at the hourly rate.
- **What continues.** Sections 2, 7, 8, 11, 12 and 14 still apply after this Agreement ends.

14. General Terms

- **Independent contractor.** Designer is an independent contractor, not Client's employee. Designer may use subcontractors and stays responsible for their work.
- **Governing law.** The laws of the State of New York govern this Agreement. Disputes go to the courts of Rockland County in that state, including small claims court where eligible.
- **Resolving disputes.** The parties will try to settle any dispute through good-faith discussion for 15 days before filing a claim.
- **Events beyond control.** Neither party is liable for delays caused by events outside its reasonable control, such as outages, disasters or serious illness.
- **Entire agreement.** This Agreement and its Schedules are the full agreement. Changes must be in writing and accepted by both parties; email counts.
- **Assignment.** Neither party may transfer this Agreement without the other's written consent, except as part of selling its business.
- **Severability.** If any part is found unenforceable, the rest still applies.
- **Notices.** Notices may be sent by email to the addresses above.
- **Signatures.** Electronic signatures and signed copies count as originals.

Signatures

By signing below, both parties agree to this Agreement and its Schedules.

DESIGNER	CLIENT
Signature	Signature
Printed name	Printed name
Title: Owner	Title
Date	Date

SCHEDULE A

Project Scope and Price

This Schedule sets out exactly what the project fee covers.

ITEM	DETAILS
Project type New website, redesign or updates	
Platform and account owner Platform, and whether Designer or Client owns the account	
Pages included Number and names, e.g. Home, About, Services, Contact	
Features e.g. contact form, booking, online store, blog	
Add-ons e.g. logo and branding, photo session and edited photos, copywriting, basic SEO setup	
Revision rounds	2 per review stage
Content due from Client	
Estimated launch A date, or a number of weeks after content is received	
Portfolio permission Yes or No: may Designer show this project and its photos in its portfolio and on social media (Sections 7 and 8)	
Founding-client discount (if any) For example: 20% off the build, with portfolio permission and a 20-minute feedback call after launch	None
Total project fee	$
Deposit due at signing	$
Balance due before launch	$
Payment plan (if any) For example: one third at signing, one third at design approval, one third before launch	None
Hourly rate for extra work	$ 50 per hour

SCHEDULE B

Monthly Care Plan

Client's selected plan is billed monthly starting _____. Selected plan: _____

Write Basic, Standard, Premium or None.

ITEM	BASIC	STANDARD	PREMIUM
Monthly fee	$ 50	$ 100	$ 150
Hosting and SSL certificate	Included	Included	Included
Backups	Weekly	Daily	Daily
Security and software updates	Included	Included	Included
Content edits per month	Not included	Up to 1 hour	Up to 3 hours
Domain renewal handled by Designer Renewal fee billed to Client at cost	Not included	Included	Included
Support response time	3 business days	2 business days	1 business day
Monthly performance report	Not included	Not included	Included