


Website Development Work-for-Hire Agreement

- 🔊 Here, we presume that you are the Company hiring the web Developer...
- 🔊 If you are the web developer, use the “Work for Hire - Website Developer” Agreement.
- 🔊 This sample agreement is typically used to define the relationship when you contract for services for a specific project — prototype production, an instruction manual, etc. in which you want to **RETAIN ALL OWNERSHIP RIGHTS**.
- 🔊 The laws of many industries provide that the person who performs the work owns the result (photographers own the images from the photo session that you pay for... unless there is a specific buyout arrangement or a  *work for hire* agreement).
- 🔊 Use this agreement when you want an independent Developer to create, design or build a project for you – website, brochure, product, photography, etc. that [Developer] may otherwise retain ownership.

🔊 This memo should be completed, and, depending on who is initiating the Agreement, distributed to [Developer] / [Company] along with a copy of the Work for Hire Agreement.

Date: **[Date]**

To: **[Developer]**

From: **[Owner/Founder]**
[Company]

Subject: **Work for Hire Agreement**

Project Title  **[Project Name]**

Attached is our “Work for Hire” Agreement for developing our website.

I believe that it embodies everything we discussed.

Please read the agreement carefully.

We recommend that you also have it reviewed by your own qualified legal counsel.

Time is of the essence.

Please sign and return it to me asap.

Thank you very much!

From JIAN

NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🔴 **Do Not Use This Agreement 'As-Is.'**
- 🔴 **This Agreement Is Not Legal Advice.**
- 🔴 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🔴 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🔴 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: www.JIAN.com

Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

Website Development Work-for-Hire Agreement

- 🔊 This is a standard introductory paragraph that lists the parties to this Agreement and the date the Agreement is being entered into. [Developer] is agreeing to perform certain services for [Company]. These services should be fully described and included in Exhibit A, the Project Description (attached to the end of this Agreement). Enter the date of the Agreement along with the names and addresses of the parties.

Project Title **[Project Name]**

Effective Date **[Date]**

- 🔊 You may want to insert the name of the Developer throughout this agreement by replacing “[Developer]” with a name. In the Word menu, pull-down under Edit to Replace. (Company is automatically replaced with your company name.) If, not, we recommend replacing “[Developer]” with “the Developer.”

by and between



[Developer], (“[Developer]”)

a

[State], [Corporation/Partnership/Sole Proprietorship),

with a principal place of business located at

[Developer’s address]

[City, State, 00000],

and

[Company Legal Name], (“[Company]”)

a

[State], [Corporation/Partnership/Sole Proprietorship),

located at

[Address]

[City], [State], [Zip Code].

Summary

[Company] is hiring [Developer] to [build / assist in the development] of [brief project description] known as “[Project Name]” (current working name) described in detail in Exhibit A to this Agreement (the “Project Description”). [Company] will compensate [Developer] to develop this project on a “Work for Hire” basis, and [Company] will own all right, title and interest in the resulting works. [Developer] agrees to perform services for [Company] Agreement per the “Project Description,” based upon the following terms and conditions:

1. Definitions

- 🔊 Section 1 lists the definitions of the more important terms used in this Agreement.

As used in this Agreement:

- **“Work Product”** Refers to all of the works of authorship, products, or services created by [Developer] and its employees, on behalf of [Company] during the term of this Agreement and more fully described in Exhibit A to this Agreement;
- **“Works Made For Hire”** Refers to all of the Work Product created by [Developer] or its employees while providing services to [Company], and are [Company]’s property.

2. Independent Developer

- ☞ To keep things simple for tax and legal purposes, it's important that this arrangement is specifically established as an independent Developer relationship vs. employee. (Usually a single project can be managed to comply with the IRS definition of Independent Developer.)

Each party is acting as an independent [Developer] and not as an agent, partner, or joint venturer with the other party for any purpose. Except as provided in this Agreement, neither party shall have any right, power, or authority to act or to create any obligation, express or implied, on behalf of the other. Neither the [Developer] nor [Developer]'s employees shall become the agent, representative or employee of [Company] and no express nor shall implied representations to the contrary be made.

Contact Person

- ☞ [Company] must elect a contact person for the Consultant to work with or report to, otherwise you open yourself to all kinds of excuses as to who said what to whom and "I told [so and so], didn't they tell you? Etc.

[Company] will assign a contact person to whom [Developer] can address questions about the program and project.

4. Developer's Warranties

- ☞ Section 4 lists a number of warranties or guarantees by [Developer] to [Company].

- ☞ [Developer] is promising to use its best efforts and to act, in all respects, in the best interests of [Company].

4.1 [Developer] warrants that in carrying out the services described in this Agreement, the best technical practices, skills, procedures, care and judgment shall be employed, the assignments shall be performed in the most expeditious and economical manner consistent with [Company]'s best interests, and [Developer] shall at all times cooperate with [Company] so as to further [Company]'s best interests.

- ☞ [Developer] promises to create the Work Product described in Exhibit A.

4.2 [Developer] also warrants that it will provide Work Product as more fully described in Exhibit A that conform(s) to the specifications mutually agreed upon between [Company] and [Developer].

- ☞ [Developer] agrees to abide by the time schedule set forth in Exhibit B but it is okay if there are delays and the circumstances surrounding the delay is out of [Developer]'s control. For example, should the offices burn down.

4.3 [Developer] further warrants it will provide the services in a timely fashion per [Company]'s schedule attached as Exhibit B to this Agreement. [Developer] shall not be responsible for project delays caused by circumstances beyond its control.

- ☞ [Developer] is assuring [Company] that all of the Work Product that he will be providing [Company] is original, and that no one, other than [Developer], has any rights to that Work Product.

4.4 Other than matter supplied by [Company], the Work Product provided by [Developer] will be the original work of [Developer]. Neither the Work Product nor any portion of the Work Product (other than matter supplied by [Company]) will be subject to any license, pledge, assignment, or encumbrance. Neither the Work Product nor any component of the Work Product has been previously produced / published in whole or in part in any medium or form. Work Product provided by [Developer] to [Company] does not infringe on any person's patent, copyright, trademark, trade name, or trade secret.

5. Copyright / Patent / Trademark

☞ [Company] will have final ownership of all work created by [Developer] or its employees; all such works are works made for hire.

5.1 In consideration of the compensation described in this Agreement, [Developer] on its behalf and on behalf of its employees, agrees to grant, license, release and assign to [Company] all right, title and interest in all copyrights / patents arising out of the services provided for under this Agreement. All Work Product created by [Developer] or its employees while providing the services to [Company] shall be “works made for hire” and property of [Company]. Upon request, [Developer] shall provide [Company] with whatever documents, information or materials are in [Developer]’s possession or reasonably available to [Developer] to enable [Company] to protect its copyrights / patents in any materials produced as a result of this Agreement.

☞ Upon final payment, [Developer] must provide [Company] with the Work Product and all supporting documentation.

5.2 The documentation and Work Product will be released to [Company] upon payment of all sums due to [Developer].

6. Approvals

☞ Section 6 requires [Developer] to submit a primary and final draft to [Company] before either printing or producing the product. Final approval must be in writing and once approved, [Company] assumes full responsibility. [Company] must be careful not to use the product / draft prior to written approval since such use constitutes approval.

☞ You need to make the appropriate selection for each of the following inserts. If the Work Product is in the form of written or printed materials, select the first choice for each; otherwise, select the second.

[Developer] will submit preliminary [drafts / samples] and a final [draft / sample] of any [documentation / product] for approval to [Company] before [printing / production]. [Company] shall approve the final [draft / product] in writing. Once the final [draft / product] is approved by [Company], [Company] then assumes the responsibility that the [contents / components] of the final [draft / product] are correct and accurate as [printing / production] begins. [Company] assumes the responsibility that the final [contents / components] are correct and accurate before [duplicating / producing] for distribution. [Duplication / production] and / or use of the [draft / product] at any time for any purpose other than for [Company]’s review constitutes full acceptance and approval by [Company] of materials described in Exhibit A.

7. Liability

☞ Once [Company] accepts the Work Product, he assumes any liability related to its use (except as provided in the warranties made by [Developer] in Section 4).

Except as otherwise provided for in Section 4, [Company] releases [Developer] from any and all liability arising out of or related to the product or use of product once [Company] duplicates, publishes, produces or uses any or all of the materials covered under this Agreement and described in Exhibit A.

8. Compensation / Payment Exhibit

☞ Section 8 provides for [Developer]’s compensation.

8.1 Based on the [estimate / set fee] of \$[x], described in the attached Exhibit C, [Company] agrees to pay [Developer] for this project as follows:

☞ Section 8.1 provides the fee and payment schedule for the project. You should complete Exhibit C which is a detailed project estimate and then insert the total amount below in the brackets. If

[Developer] is providing an estimate, select the estimate in Section 8.1; if the fee is set, select set fee.

- Following, are two Section 8.2's. Choose the one that best fits your needs. The first provides for an hourly fee. The second is a set fee for the entire project. Both provide an up front fee of the amount (entered in the brackets). If any payments are not made, [Developer] may stop working on the project. For the first insert, enter the initial up front deposit. For the second insert, enter the period after invoicing that the payments are due.

8.2 **[\$00,000]** is due upon [Company]'s acceptance of proposal from [Developer]. This deposit covers initial expenses and services and is non-refundable. Once the prepayment is exhausted, [Company] will be billed for the actual hours worked on the project. Payment of invoices is due within [30] days from the date of invoicing by [Developer]. If any installment is not paid to [Developer] when due, [Developer] shall not perform any additional services until said payment(s) are made.

[Or]

- For the first insert, enter the initial up front deposit. For the second insert, enter the period of time the payments are due after invoicing.

8.2 **[\$00,000]** is due upon [Company]'s acceptance of proposal from [Developer]. This deposit covers initial expenses and services and is non-refundable. Once the prepayment is exhausted, [Company] will be on a percentage of completion basis. Payment of invoices is due within [30] days from the date of invoicing by [Developer]. If a [] installment is not paid to [Developer] when due, [Developer] shall not perform any additional services until said payment(s) are made.

- [Developer] must provide [Company] with monthly statements.

8.3 [Developer] will provide [Company] with monthly project statements to keep [Company] informed about actual hours spent on the project compared to estimated hours.

9. Deadlines

- Section 9 states that if there are any changes to the schedule due to [Company], [Company] will have to pay for additional time and materials, and, in such an event, [Company] and [Developer] agree to revise the exhibit (Exhibit B) or the Estimate (Exhibit C).

The Estimates are based on [Company]'s product development making [Company]'s proposed deadlines. If changes to deadlines are necessary due to unforeseen [Company]-related problems or changes, [Company] shall be charged for additional time and materials related to new deadline. [Developer] and [Company] agree to set mutually acceptable deadlines if [Company]-specified changes affect the proposed schedule, described in the attached Exhibit B or the Estimate described in the attached Exhibit C.

10. Term of Agreement

- This Agreement is effective until all work is completed or [Company] terminates, giving the notice to [Developer] (time entered in the brackets). If [Company] wishes to terminate the Agreement because of unsatisfactory work by [Developer], [Company] must give [Developer] the period of time needed to fix the problem(s) (entered in the brackets). If [Developer] does not fix the problem(s) within that period of time, the Agreement will be terminated.
- For the first insert, enter the amount of time required for [Company] to terminate the Agreement. For the second insert, enter the amount of time [Developer] will have to fix any problems or suffer termination.

10.1 This Agreement shall commence as of the Effective Date stated above and remain in full force and effect until the project is completed or until terminated by [Company] upon [10] days written notice to [Developer]. If [Company] wishes to terminate the Agreement due to [Developer]'s failure to perform

services satisfactorily, [Developer] will have [15] days to cure unsatisfactory performance following written notice from [Company] detailing such dissatisfaction. If the work is still deemed unsatisfactory, the Agreement is immediately terminated.

☞ Once the final product is delivered to [Company], all sums are due to [Developer]. If the work is unsatisfactory, [Developer] must make it satisfactory at no additional expense to [Company].

10.2 Upon delivery of all work materials, [Company] shall pay [Developer] for all outstanding services and expenses earned to date and are duly payable under this Agreement. [Company] shall not be responsible for any additional expenses incurred by [Developer] to correct work deemed unsatisfactory by [Company] under the conditions described above, nor for additional expenses related to the termination and assistance required of [Developer] to [Company] as part of said termination.

☞ Where [Company] is taken over or bought out by a third party, [Developer] may elect to terminate this Agreement upon the period of notice entered in the brackets below. If [Developer] elects to continue on with the project, he agrees to assist the new company by giving it all of its work materials relating to the project. If extra services are required due to the transition, [Developer] may bill [Company] an hourly rate.

☞ For the first insert, enter the notice required by [Developer] to terminate in the event of [Company]'s takeover. For the second insert, enter [Developer]'s hourly rate to be charged to the company taking over [Company], if extra work is required.

10.3 In the event of a material change of ownership in [Company]'s product where [Company] is not the surviving party, [Developer] may elect to terminate this Agreement upon [30] days written notice. In the event [Developer] does elect to terminate this Agreement, [Developer] shall immediately deliver to [Company] (or its surviving entity) all work materials related to the project and shall make its best efforts to provide [Company] with such assistance as [Company] deems necessary to enable [Company] to continue development of the materials into finished product. [Developer] shall be duly compensated at \$[x] per hour for such services rendered.

11. Equipment

☞ [Company] will supply any special equipment required by [Developer], and [Company] agrees not to hold [Developer] responsible for any damage to that equipment that occurs in its normal use.

Any equipment required to successfully utilize [Company]'s product that is not accessible to [Developer] shall be supplied by [Company]. [Developer] specifically denies any responsibility for damages to [Company]-owned equipment incurred in its normal usage. [Company] agrees to hold [Developer] harmless for any damages to [Company]-owned equipment incurred while [Developer] is using said equipment in its normal usage.

12. Facilities


☞ The parties agree that [Developer] will perform its services at [Developer]'s offices. If any work is done at [Company]'s facilities, [Company] must provide staff, services, and space, at its expense, and the Consultant's employees must agree to [Company]'s confidentiality and other procedures.

[Company] and [Developer] agree that services will be performed at [Developer]'s offices. If any of the services are to be performed at [Company]'s facilities, [Company] shall provide, at its sole expense, all working space and facilities, clerical services, supplies and materials needed to perform the project. [Developer]'s employees shall follow all of [Company] policies and procedures concerning security and work rules and regulations, including signing a confidentiality Agreement.

13. Obligations

🔊 Section 13 sets forth a number of specific obligations required of [Developer], many of which have already been stated. They are fairly straightforward.

[Developer] agrees to fulfill the following obligations:

- 1) [Developer] will comply with the project definition as outlined in the project description, that is attached as Exhibit A, and with mutually agreed upon changes in the project definition that may occur during the course of the project;
- 2) [Developer] will meet the deadline(s) agreed upon by [Company] and [Developer];
- 3) [Developer] will provide [Company] preliminary (first) and second (final) drafts / samples for approval by [Company];
- 4) [Developer] will provide [Company] with additional drafts / samples as requested and deemed necessary for the successful completion of the project;
- 5) [Developer] will make modifications requested by [Company];
- 6) upon completion of the project, [Developer] will return to [Company] all materials related to the project description;
- 7) [Developer] assures that  per and reasonable care will be taken when using [Company]-owned equipment; and
- 8) [Developer] acknowledges the proprietary nature of the information concerning [Company]'s products and agrees to maintain confidentiality concerning [Company]'s products and its business as related to this project or any other project in progress for [Company].

14. General Provisions

🔊 The General Provisions that follow are fairly standard. These provision enhance the balance of the Agreement by explaining issues such as notice, assignment, legal remedies, waiver, and attorney fees.

14.1 Independent Contractors. The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

🔊 You must decide which state governs this Agreement and where any legal action would be taken. Generally, it is your (company's) state of residence.

14.2 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of [State], without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of [State]. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

🔊 This Agreement is intended to be the only Agreement, and that no other documents or communications are binding. Therefore, it is very important to make sure that everything [Company] and [Client] have agreed to be included in this Agreement. Otherwise, it is as if it was not agreed to.

14.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

☞ Any changes to this Agreement must be in writing and signed by the party against whom that writing is to be used.

14.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

☞ All notices between the parties must be in writing and either delivered in person or by certified or registered mail, return receipt requested.

14.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

☞ In the event of a lawsuit or any legal proceeding involving this Agreement, the losing party will have to pay the winning party his or her costs and expenses, including reasonable attorney fees.

14.6 **Costs of Legal Action.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

☞ Legal remedies, i.e., money damages, may not be sufficient; therefore, both parties agree to equitable remedies such as an injunction where the breaching party would be required to do or not to do something.

14.7 **Inadequate Legal Remedy.** Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

☞ Assuming the parties wish to use Arbitration in the event of a dispute, the following section should be included. You take your chances with an arbitrator, but it keeps legal costs down and keeps you out of a drawn out legal process.

14.8. **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County], [State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. [Company] and [Client] intend that this Agreement to arbitrate be irrevocable.

☞ Merely delaying to bring an action that one party has a right to bring does not cause that party to lose or waive his right to pursue that action.

14.8 **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

☞ Neither party will be blamed if there is a problem resulting from something beyond its control, such as an earthquake, flood, war.

14.9 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a “Force Majeure Event”), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

- ☞ This section limits the ability of either party to transfer any of its rights or delegate any of its duties to third parties.
- ☞ You want to make sure that you can sell your business along with all of the relationships you have developed along the way. (Often these relationships can add tremendous value to your business and you want to make sure that all of your agreements can be transferred to the new owners.) I wouldn't want to seek (let alone pay for) permission to sell my company.
- ☞ Generally, neither party may assign their respective rights to a third party; however, with the possible exception of assignment to a successor corporation or partnership, either party may transfer its rights or obligations under this Agreement without the approval of the other party. This Agreement would be binding on the 3rd party.
- ☞ However, you may want to limit each other's ability to pass along this deal to another possibly unknown and possibly unfriendly entity. The second paragraph prevents unauthorized transfer of responsibilities...
- ☞ CHOOSE one or the other of these two following paragraphs.

14.10 Assignability & Binding Effect. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

- ☞ This paragraph DOES NOT ALLOW either party to transfer its rights to a successor company without prior approval.

14.10 Non-Assignability & Binding Effect. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

- ☞ If any part of this Agreement is unenforceable or invalid, the balance of the Agreement should still be enforced. Basically, ignore any sections that are invalid.

14.11 Certain Sections Invalid. If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

- ☞ The headings of the various sections are meant to explain or otherwise give meaning to those sections; they are for convenience only.

14.13 Headings. The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to

explain, modify or place any construction upon or on any of the provisions of this Agreement.

🔊 Even after the termination of the Agreement, the parties may still have certain responsibilities such as keeping information confidential.

14.14 Survival of Certain Provisions. The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Developer

[Company]

[Developer] 
[Title]

[Owner/Founder]
[Title]

Date

Date

Exhibit A

Project Description

Project Title: [Project Name]

This project description is issued under and subject to all of the terms and conditions of the Website Development Work for Hire Agreement by and between [Company] and [Developer].

Services to be performed and results to be achieved.

☞ We've provided a few examples below, but you should be very specific here. If your client trusts you / you trust [Developer], you can go with a time & materials basis and make changes along the way (that seems to happen anyway!) otherwise you can attempt to completely define the project ahead of time and work within a "not to exceed" budget.

[Developer] will provide the following services to [Company] in support of the development of the [Company].com website (working name):



Create Home Page

- A "Where did you hear about us?" function
- An "Add your own Success Story and Picture"
- Stories to use for Speeches/Training/Motivation
- Several Pro-Active e-mail lists (newsletters, member highlights, marketing tips, motivational quotes, etc.
- Discussion boards for sharing other stories (we'll need to edit anything on this before it's posted to make sure it's clean) A "Send in your story" thing like at Amazon.com
- Create *links* to: "xxx.com"
- Attend teleconference meetings with [Company] for discussion and strategy relative to project direction and strategy.
- Provide timely prototypes.
- Consult on the creation of an HTML Reference Guide.]

Primary Contact

For questions of clarity and continuity throughout the project, [Company]'s primary point of contact will be [Owner/Founder] available by [Telephone] x[000] or by email at: [Founder Email].

Payment Schedule and Invoice Date

[Developer] will invoice [Company] based on actual hours applied to the project.

Fees based upon [XXX] hours at \$[XXX] per hour with the total amount not to exceed \$[XXX].

[Company] agrees to provide the following to [Developer]:

- Content

- Timely feedback and direction throughout the development process
- Authorship recognition on the website

Start Date [Date]

Estimated Completion Date [Date]

Understood, Agreed & Approved

Developer [Company]



[Developer]

[Owner/Founder]

[Title]

[Title]

Date

Date

Exhibit B

Proposed Exhibit



Exhibit C

Estimate / Project Cost

With respect to the upcoming [Company] Online System (www.[Company].com) project our understanding of the objectives are as follows.

[Developer] to create [Company] web site presence based on your content and original artwork

See Attached use cases.

At normal rates for projects, ranging from \$xx to \$xxx per hour, we estimate the total development cost at \$xx,xxx based upon your design, content, and graphic requirements.

Project details are as follows:

- [Developer] resources to be dedicated to complete project before end of [Month/Year]
- A technical project and deliverables plan to be completed for your review.
- Overall site development budget to be a range \$00,000- \$00,000 depending on options chosen.
- Overall budget to be fixed at \$00,000 (discounted rates of \$xx-\$xxx/hr)

Price Line Items & Options

Site Development:

Biz Plan Online Site Development	\$xx,xxx	
Graphic Build Out		\$xx,xxx
HTML Coding	<u>\$xx,xxx</u>	
Fixed Offer Total	\$xx,xxx	
Set Up	\$x,000-x,000 (depending upon options chosen)	