



PNX Works Website Design Agreement

This Website Design Agreement through PNX Works is being made between the customer _____ and the designer _____ on _____.

1. Services

The customer desires to have one or more websites under separate domains to be designed and created. Customer also agrees to host the website(s) on their own web host so that the designer will not be held liable for any changes regarding hosting. The designer agrees to provide the customer with the following Services the customer lists below in a timely and professional manner.

Description of the Services:

Services not listed above, but may be deemed necessary for the desired design outcome(s), can and will vary. Depending on the extent of these Services, extra work may need to be done in order to accomplish the designs in the desired scope of time. Both the customer and designer agree in writing to update the cost for the Services if the workload greatly affects the scope of time necessary for completion.

2. Cost & Payment

Both the customer and designer agree to the allotted amount provided below in terms of payment. The customer agrees to pay a beginning amount due at the signing of this contract in order to begin the desired work. If amount due at signing is not paid in full, the designer has the right to terminate work at any time.

Customer also agrees to pay remaining amount due after Services for the website design have been deemed complete. Customer will have to pay the remaining amount equal to the total cost of Services, in addition to any updated costs for extra Services deemed necessary for completion.

Payment can be arranged via cash, check, monetary wire transfer, PayPal, or any other method agreed upon by both the customer and the designer.

Amount Due at Signing: \$ _____
Amount Due at Completion: \$ _____
Total Cost of the Services: \$ _____

3. Copyright Notice & Intellectual Property

To ensure intellectual property, a Copyright notice that states “©[company name]” will be displayed on the bottom of each page of the designed website.

As of this Agreement, the customer and designer will own full rights to the website design and the designer will create any and all visuals provided for it. Once completed, the designer will turn over the work product, including any necessary files, and the customer will be responsible for their safekeeping. The designer is not required to keep copies. The customer guarantees that the designer has the legal right to all elements of text, photographs, and anything else that the customer will provide and that the customer will not hold the designer responsible for any third-party claims.

The customer and designer will own any copyrightable work, ideas, inventions, products, or other information that is created in connection with the Services the designer is providing. The customer guarantees that the designer has the legal right to all elements related to the Services being provided and will not hold the designer responsible for any third-party claims.

4. Confidentiality & Assignment

Both the customer and designer agree to not distribute any information to other Parties regarding what both consider to be ‘confidential’. This includes proprietary information or any other confidential information that is not publicly available.

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.

5. Termination

If the customer decides that the desired Services have not been reached in a timely manner or would like to opt out for another desired reason, this contract can be terminated. This Agreement can be ended by providing the designer a ten (10) day written notice and providing payment for the Services previously completed.

If either the customer or designer fails to follow through with their responsibilities or obligations under this Agreement, the other 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.

6. Agreement & Signatures

If both the customer and the designer agree to the terms of this contract for this Agreement, please provide printed name, date, and signature below. This Agreement will become effective on _____.

Customer

Signature: _____
Printed Name: _____
Contact Number: _____
Contact Email: _____
Date: _____

Designer

Signature: _____
Printed Name: _____
Contact Number: _____
Contact Email: _____
Date: _____