SAMPLE CONTRACT PACK DOCUMENT

Scroll down to read the first part of this sample contract document. When purchased, the complete contract is included in an editable Word format.

When purchased, the Proposal Kit Professional or Contract Pack will also include many related documents many of which are designed to work together.

For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

Also see this article for proposal and contract writing best practices:

https://www.proposalkit.com/htm/business-proposal-writing-tips.htm

Click here to purchase Contract Pack

This Agreement is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> ("Commencement Date") between <<Company>> <<Address1>> <<City>>, <<State>>, <<PostalCode>> <<Country>> ("Developer") and <<CustCompany>>, ("Client"), and collectively referred to as the "Parties."

WITNESSETH

Whereas, Developer is in the business of offering Internet services relating to development of sites on the World Wide Web portion of the Internet, and is willing to provide services to Client on the terms and subject to the conditions set forth below; and

Whereas Client desires to engage Developer, and Developer desires to be engaged by Client, to provide Internet services on the terms and subject to the conditions set forth below.

Now, therefore, the Parties hereby agree as follows.

1. Developer Services.

Developer agrees to provide Client with services for development of a Web site on the World Wide Web portion of the Internet (the "Web Site") as set forth or described in Schedule B hereto (the "Web Site Services") and to provide Client with additional services, if any, set forth or described in Schedule E hereto and mutually agreed upon in writing by the Parties (the "Additional Services'). The obligations of Developer, if any, to provide ongoing maintenance tasks for the Web Site shall be set forth and included as part of Additional Services on Schedule E hereto ("Maintenance"). The Web Site Services and the Additional Services are hereinafter referred to collectively as the "Services". Client agrees that Developer is responsible only for providing the Services, and Developer is not responsible for providing any services or performing any tasks not specifically set forth in Schedule B or Schedule E hereto.

2. Web Site Development and Transfer.

2.1 Specifications and Client Content.

Developer, in consultation with Client, shall prepare detailed written specifications for the Web Site (the "Specifications). The Specifications shall consist of, among other things, a design for the Web Site, a flow-chart of the pages for the Web Site, programming and interactive feature requirements, and the placement of any content or other materials which are to be incorporated into the Web Site. The Specifications shall be subject to any restrictions or limitations set forth in Schedule B or Schedule E. The Specifications which have been mutually agreed upon by the Parties in writing shall be attached hereto as Schedule B and Schedule E. If the Parties are unable to agree in writing to mutually acceptable Specifications, after using good faith efforts, on or before days after the Commencement Date, either party may terminate this Agreement by providing written notice to the other party. Such termination shall not relieve Client from the obligation of paying Developer for all fees due and owing Developer as of the date of such termination.

2.2 Delivery of Client Content.

"Client Content" shall mean any materials provided by Client for incorporation in the Web Site, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Client shall deliver the Client Content to Developer in an electronic file format specified and accessible by Developer (e.g., txt, gif) or as otherwise specified in the Specifications. Any services required to convert or input Client Content not set forth in the Specifications shall be charged as Additional Services. Client shall promptly deliver all Client Content to Developer as required by Developer.

2.3 Initial Version.

Upon Specifications being mutually agreed, and upon Developer's receipt of the Client Content and any fees called for in Schedule A hereto, Developer shall commence tasks associated with the development of the initial version of the Web Site ("Initial Version") and notify the Client of the

URL (Uniform Resource Locator) or other address of the Initial Version. Developer shall use combinations of technology as Developer, in consultation with the Client, deems appropriate to develop the Web Site.

2.4 Revisions.

Client shall have <<Days>> days, or such time as otherwise agreed by the Parties in writing, from the date of a written notice of completion of the Initial Version from Developer to review and request in writing from Developer revisions to the Initial Version. Upon receipt of such requests, Developer shall use commercially reasonable efforts to implement such revision requests that are within the scope of, and consistent with, the Specifications. If Client wishes to implement any revisions to the Web Site that deviate in any material respect from the Specifications, Client shall submit to Developer a written change order containing (i) such revisions in detail and (ii) a request for a price quote for each change (collectively, the "Change Order). Developer shall promptly evaluate the Change Order and submit to Client for its written acceptance a proposal for undertaking the applicable tasks and a price quote reflecting all associated fees associated with Client's Change Order. Client shall have <<Days>> business days from receipt of such proposal to accept or reject Developer's proposal in writing. If Client accepts Developer's proposal to undertake the work necessitated by the Change Order, then the Change Order, as supplemented and/or modified by Developer's proposal, shall amend and become a part of the Specifications in Schedule B and Schedule E as appropriate and Schedule A hereto (Fee and Payment Schedule), and Developer shall proceed to implement such revisions in accordance with the Specifications and Schedule B and Schedule E as so modified. If (i) Client has not made any requests for revisions by the end of <<Days>> days from the date of written notice of completion of the Initial Version from Developer, or by such time as otherwise agreed by the Parties in writing, or (ii) upon completion of implementation of such requests which were mutually agreed upon by the Parties under the revised Specifications, the Web Site shall be deemed accepted by Client ("Acceptance").

2.5 Transfer.

Upon Acceptance of the Web Site and payment of all fees called for in Schedule A hereto, Developer shall transfer the Web Site to the computer system owned and operated by Client and/or its designated third party contractor, identified on Schedule B hereto, through which the Web Site may be accessed via the World Wide Web portion of the Internet (the "Host Server).

2.6 Work Order Forms.

Subsequent to the execution of this Agreement by the Parties, in the event Developer and Client agree that Developer is to perform additional tasks not in the original scope of Services hereunder, then the Parties shall execute a work order form (each an "Order Form) in the form attached hereto as Schedule F, upon which each such Schedule F shall be incorporated into and shall become a part of this Agreement and shall be subject to the terms and conditions hereof.

3. Proprietary Rights.

3.1 Proprietary Rights of Client.

As between Client and Developer, Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Developer any ownership right in, or license to, the Client Content, except as provided in Section 3.2 of this Agreement.

3.2 Proprietary Rights of Developer.

Subject to Client's ownership interest in Client Content, all materials, including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by Developer or its suppliers under this Agreement (with the exception of original elements of audio-visual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to Developer's products or services, shall remain the sole and exclusive property of Developer or its suppliers,

including, without limitation, all copyrights, trademarks, patents, database rights, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "Developer Materials'). To the extent, if any, that ownership of the Developer Materials does not automatically vest in Developer by virtue of this Agreement or otherwise, Client hereby transfers and assigns to Developer all rights, title and interest which Client may have in and to the Developer Materials. Client acknowledges and agrees that Developer is in the business of designing and hosting Web sites, and that Developer shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any Developer Materials in providing such services.

3.3 Confidentiality.

Each party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (C) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party. Except as provided for in this Agreement, each party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement.

3.4 Developer Notices.

Unless otherwise agreed to in writing by the Parties, Developer shall have the right to place proprietary notices of Developer and its suppliers (including hypertext links related thereto) on the Developer Materials and on the Web Site, including developer attribution and hypertext links to Developers web sites, and to change or update such notices from time to time upon notice to Client. In no event may client remove or alter any Developer proprietary notice from the Developer Materials or the Web Site without Developers prior written consent.

4. License.

4.1 Grant of License – Client.

Client hereby grants to

DEMO CONTRACT

This demo contract has been truncated. The complete 11 page editable version of this document is available in the Contract Pack template collections

https://www.proposalkit.com/htm/legal-contract-templates/web-site-development-contracts/web-site-development-agreement-uk.htm

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

This contract document is included in the Proposal Kit Professional and one or more Contract Pack products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

ProposalKit.com/htm/proposal-software-products.htm