

# Website Design Agreement

This Website Design Agreement (“Agreement”) is being made between \_\_\_\_\_ (that’s “you”) located at \_\_\_\_\_ and XenonPrime LLC (that’s “we” or “us”) on \_\_\_\_\_. \_\_\_\_\_ and XenonPrime LLC may also be referred to as “Party” or together as the “Parties”.

## 1. Services

You want a website, and we can’t wait to build it for you. We will provide you with the following services (“Services”) in a timely and professional manner:

1. Our final goal is to build a website for you using WordPress at your own domain and web hosting.
2. The first meeting is a completely free consultation via phone call or virtual meeting. At this stage, we often provide a sample website that we’ve already created that we think will fit your business’s website needs.
3. If you like the design we created and want to work with us, you can purchase our services by paying a non-refundable deposit that is half of the total cost. The total amount will be based on the complexity of your website and generally ranges between \$5,000-\$15,000.
4. If you buy our services and pay half the total cost, we’ll transfer all of the information from your current website to our already made web template. This process can take up to 2 weeks.
5. After transferring your current website’s information over, we’ll show you the result. You now are able to make one round of edits before the final product is delivered. This process can take up to 2 weeks.
6. Once the editing is completed, we are ready to host your website and point your domain to it. We will help you purchase web hosting and a domain name with our provider Hostinger if you have not done so already. The second half of the non-refundable total payment is now due.
7. Any edits to the website after deployment such as adding blog articles or changing images can be done at a reasonable rate of \$200/hour. Keep in mind that this hourly rate is a tentative figure, and we reserve the right to change it.

If you decide at any point that you are not interested in our Services, we can simply exit this agreement entirely and wish each other well. Because of the extensive time commitment that we invest in each project, we are unable to refund any nonrefundable payment, even if the project remains incomplete.

## 2. Cost & Payment

Our costs are considerably cheaper than those of most design agencies but still higher than the usual web development prices on freelance website like Fiverr or Upwork. We feel that we provide a premium service at a reasonable rate, especially given the extensive 10+ years of technical and web development knowledge that we bring to the table.

| <b>Service Type</b>                | <b>Amount</b>             |
|------------------------------------|---------------------------|
| Initial Development:               | \$0.00                    |
| Amount Due at Signing:             | First ½ of Total Payment  |
| Amount Due at Completion:          | Second ½ of Total Payment |
| <b>Total Cost of the Services:</b> | \$5,000.00-\$15,000.00    |

**3. Timeline**

We know you are excited to receive your final product, and we don't want to leave you waiting. We will roll up our sleeves and get work on the agreed upon date and continue until the satisfactory completion of the Services. Keep in mind that the timeframe below is the longest we'll take, depending on our current commitments. Here is the schedule that we will follow:

**Website Initial Design:** 2 weeks

**First Payment Due**

**Website Personalization:** 2 weeks

**Second Payment Due**

**Website Launch:** 1 week

Any and all feedback you have must be completed in this time period.

**Completion:** 5 weeks

We will be available for during the total 5 weeks to provide you with reasonable technical support and correct any possible errors or deficiencies.

**4. Copyright Notice**

A Copyright notice that states "Copyright © YEAR \_\_\_\_\_" will be displayed on the bottom of each page of your website.

**5. Intellectual Property**

You will own the website that we design for you, any visuals that we provide with it, and your website's domain. We will turn over our work product, including any necessary files, and you will be responsible for their safekeeping. We are not required to keep copies, even though we often do. You guarantee that you have the legal right to all elements of text, photographs, and anything else that you provide to us and that you will not hold us responsible for any third-party claims.

We will own any copyrightable work, ideas, inventions, products, or other information that we create in connection with the Services we are providing. We guarantee that we have the legal right to all elements related to the Services we are providing and will not hold You responsible for any third-party claims.

## **6. Confidentiality**

Your secrets are safe with us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise we won't sell your proprietary information to a third-party, no matter how much they offer us.

## **7. Assignment**

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.

## **8. Termination**

We would hate to see you go. If you decide we aren't your cup of tea, you can end this Agreement by giving us a ten (10) day written notice and paying us for the Services that we have completed.

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

## **9. Limitation of Liability**

Your liability to us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

## **10. Dispute Resolution**

- a. Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.
- c. Litigation:** If litigation is necessary, this Agreement will be interpreted based on the laws of the State of Virginia, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the agreed upon State.

- d. **Attorney's Fees:** The prevailing party, or "winner" as non-lawyers call it, will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

**11. Severability**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

**12. Complete Contract**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**13. Notices**

All notices under this agreement must be sent by email to: [contact@tryxenonprime.com](mailto:contact@tryxenonprime.com).

**14. Let's Shake Hands**

Ink is the official handshake of business. If You agree to the terms of this Agreement, please sign below. This Agreement will become effective on \_\_\_\_\_.

\_\_\_\_\_ **Customer**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XenonPrime LLC (Company)**

Signed: Ashrut Rode

Name: Ashrut Rode

Title: Owner

Date: \_\_\_\_\_