



This Website Development Contract ("Contract") is made and entered into as of [DATE] by and between Digital Alchemy, LLC, a Florida LLC with a principal place of business at 4530 SW 44<sup>th</sup> Street Ocala, FL 34474 ("Developer"), and [CLIENT NAME], a [CLIENT STATE] [CLIENT ENTITY TYPE] with a principal place of business at [CLIENT ADDRESS] ("Client").

## 1. Scope of Work

Developer agrees to develop and deliver a full and completely functioning website for Client in accordance with the specifications set forth in this Contract and the attached Statement of Work ("SOW"). The SOW, which is incorporated herein by reference, outlines the specific features, functionalities, and deliverables of the website.

## 2. Deliverables

Developer shall deliver the following deliverables to Client:

- A fully functional website meeting the specifications outlined in the SOW.
- Source code for the website (if applicable).
- [List any other deliverables, such as: User manuals, Training materials, Documentation, etc.]

## 3. Timeline

Developer shall use commercially reasonable efforts to complete the development and delivery of the website within [NUMBER] [TIME PERIOD] from the Effective Date of this Contract. The Effective Date shall be [DATE].

## 4. Payment Terms

Client shall pay Developer for the services rendered hereunder as follows:

- [PAYMENT SCHEDULE - Choose one or a combination of options]
  - **Option 1: Project-Based:**
    - 50% deposit upon execution of this Contract.

- 65% upon completion of [MILESTONE 1].
- 80% upon completion of [MILESTONE 2].
- 100% upon final delivery and acceptance of the website.
- **Option 2: Hourly Rate:**
  - \$65.00 per hour for all development work.
  - Invoices shall be submitted monthly (every 30 days) and are due within 15 days of receipt.
- **Option 3: Retainer Fee:**
  - [RETAINER AMOUNT] retainer fee payable upon execution of this Contract.
  - Subsequent invoices will be issued monthly based on actual hours worked.

## 5. Intellectual Property Rights

- **Developer's Intellectual Property:** Developer retains all right, title, and interest in and to any and all intellectual property rights owned by Developer prior to the commencement of this Agreement, including but not limited to, any software, tools, or methodologies used by Developer in the performance of this Agreement.
- **Client's Intellectual Property:** Client shall retain all right, title, and interest in and to any and all intellectual property rights owned by Client prior to the commencement of this Agreement, including but not limited to, trademarks, logos, and content provided by Client to Developer.
- **Custom Work:** Upon full payment for the services rendered hereunder, Developer shall grant Client a non-exclusive, perpetual, worldwide license to use the website and any custom software developed specifically for Client under this Agreement.

## 6. Warranties and Disclaimers

- Developer warrants that the website will be developed in a professional and workmanlike manner in accordance with generally accepted industry standards.
- **Disclaimer of Warranties:** EXCEPT AS EXPRESSLY SET FORTH HEREIN, DEVELOPER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DEVELOPER DOES NOT WARRANT THAT THE WEBSITE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE.
- **Limitation of Liability:** IN NO EVENT SHALL DEVELOPER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE USE OF THE WEBSITE, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF

DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DEVELOPER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CLIENT TO DEVELOPER HEREUNDER.

## **7. Indemnification**

Client agrees to indemnify and hold harmless Developer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Client's breach of this Agreement.
- Client's use of the website.
- Client's intellectual property rights or any third-party claims relating thereto.

## **8. Confidentiality**

Both parties agree to hold confidential all confidential information disclosed by the other party during the term of this Agreement. Confidential Information shall include, but not be limited to, financial information, business plans, marketing strategies, and technical information.

## **9. Termination**

This Agreement may be terminated by either party upon [NUMBER] days written notice to the other party for any of the following reasons:

- Material breach of this Agreement by the other party.
- Insolvency or bankruptcy of the other party.

## **10. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

## **11. Dispute Resolution**

Any dispute arising out of or relating to this Agreement shall be first attempted to be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute within [NUMBER] days of written notice, then either party may initiate legal proceedings in a court of competent jurisdiction located in Florida.

## **12. Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, and agreements, whether oral or written.

## **13. Severability**

If any provision of this Contract is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

#### **14. Assignment**

Neither party may assign this Contract without the prior written consent of the other party, except for the assignment of this Contract by Developer to its wholly-owned subsidiary.

#### **15. Notices**

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to Developer: Digital Alchemy, LLC 4530 SWS 44<sup>th</sup> St Ocala, FL 34474

If to Client: [CLIENT NAME] [CLIENT ADDRESS]

or to such other address as either party may designate in writing from time to time.

#### **16. Independent Contractor**

Developer is an independent contractor and not an employee of Client. Developer shall be solely responsible for the payment of all taxes, Social Security, and other employment-related expenses.

#### **17. Force Majeure**

Neither party shall be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, war, fire, flood, earthquake, labor disputes, and government regulations.

#### **18. Waiver**

No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving such provision.

#### **19. Counterparts**

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

#### **20. Binding Effect**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**Digital Alchemy, LLC**

By: Katherine Freeman

Title: Owner

Owner: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**[CLIENT NAME]**

By: **[CLIENT NAME/TITLE]**

Title: **[CLIENT TITLE]**

Client: \_\_\_\_\_ Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_