# Website Maintenance Agreement

This agreement is hereby entered into on this date: [Date here], between [Client name] and [Provider name] for the purpose of agreeing to the terms of website maintenance services being performed by [Provider name] to [Client name].

|  |  |  |
| --- | --- | --- |
| **[Client name]**  [Address line 1 Address line 2 Address line 3]  Tel: [Telephone number] |  | **[Provider name]**  [Address line 1 Address line 2 Address line 3]  Tel: [Telephone number] |

Both parties agree to the following:

## Services

1. [Provider name] shall provide maintenance to [Client name]'s website, [Website URL]. This may include adding pages, modifying existing pages, and performing changes to applications, databases, templates and scripts.
2. [Provider name] does not include site redesigning, custom art, or custom scripts in its services. Also excluded are fees associated with web site hosting, domain name registration, and credit card processing.

## Additional Charges

1. [Client name] shall be responsible for paying license fees to the owners of third party images or programs.

## Copyrights & Trademarks

1. [Client name] guarantees that it has the right to use any images, texts, designs, photos or other work it includes in the website and will defend [Provider name] from any legal action arising from the use thereof.
2. All images and text provided by [Provider name] are the personal property of [Provider name] and shall not be used outside of [Client name]’s single website without express written permission of [Provider name].
3. [Client name] will allow [Provider name] to place a small notice of [Provider name] 's business along with its web link at the bottom of the home page.

## Fees and Payments

1. [Provider name]'s service plan is in a pay-as-you-go style, billed in 1, 5, and 10 hour increments.
2. All requests for website maintenance will incur a minimum ¼ hour charge.
3. Invoices shall be due upon receipt and shall be paid via check or credit card.
4. If payments are not received within 1 week of due date, a $15 late fee shall be charged.
5. [Provider name] shall reserve the right to discontinue work and make web pages unavailable until payment is received.

## Liability

1. [Client name] assumes all risks regarding the quality of the website work and the performance of its components.
2. In no event shall [Provider name] assume liability for any damages incurred to [Client name] as a result of the website.

This agreement is under the jurisdiction of the state of [State name].

## Disputes

1. In the event of a dispute, [Provider name] and [Client name] shall make reasonable attempts at resolution through a mutually chosen mediator in the city of [City name], sharing any costs equally.

The undersigned hereby agree to the terms and conditions of this agreement:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **[Client name]** | | |  | **[Provider name]** | | |
| Name of Signatory: | |  |  | Name of Signatory: | |  |
| Date |  | |  | Date: |  | |

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