

# Website Development & Maintenance Agreement

## *Monthly Retainer Plan*

### 1. PARTIES

This agreement is entered into between:

**Service Provider:** Frank Lin

**Client:** [Client Business Name / Owner Name] (“Client”)

**Agreement Start Date:** \_\_\_\_\_

### 2. SERVICES INCLUDED

The Developer will build and maintain a website for the Client based on the package selected below.

**Package selected (check one):**

**Template Package** — Client selects from three (3) pre-designed templates.

**Custom Design Package** — A fully custom website designed around the Client’s brand.

**Initial Build (one-time, completed before monthly billing begins):**

- Website built from the chosen template or custom design, using Client-provided content
- Mobile-responsive design
- Up to 3 pages (Home, Menu/Products, About)
- Basic SEO setup (page titles, meta descriptions)
- Hosting setup and domain connection

**Monthly Maintenance (ongoing):**

- Updates to menu items, pricing, or product listings
- Updates to business hours, location, or contact information
- Adding or swapping photos provided by Client
- Minor text edits (e.g. announcements, seasonal specials)
- Hosting management and uptime monitoring

### 3. WHAT IS NOT INCLUDED

The monthly fee does not cover:

- A full redesign or replacement of the website template or layout
- Rebuilding or restructuring the site’s navigation or page architecture
- Adding entirely new sections or pages beyond the original scope (**quoted separately**)
- E-commerce or online ordering integration (**quoted separately**)
- Graphic design, logo creation, or branding work (**quoted separately**)
- AI chatbot integration (available under a separate agreement)

If the Client requests work outside this scope, the Developer will provide a separate quote before proceeding.

#### 4. REVISIONS DURING INITIAL BUILD

The initial website build includes two (2) rounds of revisions at no additional cost.

- A revision round is a consolidated list of changes submitted in a single message or document.
- Additional rounds beyond two will be billed at \$50/hr.

After the site goes live, updates are handled through the monthly maintenance plan above.

#### 5. PAYMENT TERMS

**One-Time Build Fee (50% build fee due before work begins, based on package selected):**

| Package               | Build Fee      | Monthly Fee  |
|-----------------------|----------------|--------------|
| Template Package      | \$300 one-time | \$50 / month |
| Custom Design Package | \$500 one-time | \$50 / month |

**Monthly Maintenance Fee:** \$50 / month, beginning on the go-live date.

**Billing Date:** the same day each month, starting on the go-live date.

A 50% deposit on the build fee is due before work begins; the remaining build-fee balance is due on the go-live date.

Accepted payment methods: [Venmo / Zelle / PayPal]

#### 6. NON-PAYMENT & SERVICE SUSPENSION

If a monthly payment is not received within 5 business days of the billing date, the Developer will send a written reminder via email or text.

If payment is not received within 10 business days of the billing date, the Developer reserves the right to suspend hosting and take the website offline. The website will be restored within 24 hours of payment being received.

If the account remains unpaid for 30 days, the Developer may terminate this agreement and is not obligated to restore the website.

The Client's website files remain their property and will be provided upon request, regardless of account status.

#### 7. CANCELLATION

Either party may cancel this agreement with 14 days written notice (email or text is acceptable).

- The Client will not be billed for any period after the cancellation date.
- The Client is responsible for arranging their own hosting after cancellation.
- No refunds are issued for partial months already billed.

#### 8. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide all necessary initial content (text, photos, logo, menu, etc.) within 5 business days of signing
- Submit update requests clearly via text or email
- Respond to Developer questions within 3 business days
- Ensure monthly payments are sent on time

## **9. OWNERSHIP**

The Client owns all website content they provide (photos, text, logo, etc.).

The Developer retains rights to the underlying code and template until the agreement is terminated and files are handed over.

The Developer may display the website in a professional portfolio unless the Client requests otherwise in writing.

## **10. LIMITATION OF LIABILITY**

The Developer is not responsible for business losses or downtime caused by third-party hosting outages. The Developer's total liability shall not exceed two (2) months of the monthly fee.

## **SIGNATURES**

By signing below, both parties agree to the terms of this agreement.

Client name: \_\_\_\_\_

Client signature: \_\_\_\_\_

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

Service provider: FirstName LastName

Signature: \_\_\_\_\_

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