

WEB DESIGN SERVICES AGREEMENT

Location: _____ Date: _____

PARTIES:

Client Name: _____

Client Address: _____

Client Contact Email / Phone: _____

SERVICE PROVIDER:

Provider Name: _____

Provider Address: _____

Provider Contact Email / Phone: _____

1. SERVICES TO BE PROVIDED:

The Provider agrees to design and develop a fully functional website for the Client, including but not limited to website layout, graphics, user interface, content integration, and testing, all to be delivered in accordance with the specifications described in Schedule A attached hereto.

2. PAYMENT TERMS:

The Client agrees to pay the Provider the total amount specified in Schedule B. Payment shall be made in installments as set forth in Schedule B. All payments shall be made in Canadian Dollars (CAD). Overdue payments shall accrue interest at the rate of 1.5% per month or the maximum permitted by law.

3. TERM AND TERMINATION:

This Agreement shall commence on the date of execution and shall continue until completion of the Services unless earlier terminated as provided herein. Either party may terminate this Agreement upon written notice if the other party materially breaches any provision and fails to cure such breach within fifteen (15) days after receipt of written notice.

4. INTELLECTUAL PROPERTY RIGHTS:

Upon full payment, the Provider assigns to the Client all intellectual property rights in the deliverables created specifically for the Client under this Agreement. The Provider retains ownership of all pre-existing materials, tools, and software used in the development process. The Client grants the Provider the right to use the deliverables for promotional purposes unless otherwise agreed.

5. CONFIDENTIALITY:

Both parties agree to keep confidential all proprietary information and trade secrets disclosed during the term of this Agreement and not to disclose such information to third parties without prior written consent, except as required by law.

6. WARRANTIES AND REPRESENTATIONS:

The Provider warrants that the Services will be performed in a professional and workmanlike manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND THE PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY:

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVIDER'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT UNDER THIS AGREEMENT.

8. INDEPENDENT CONTRACTOR:

The Provider is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between the parties.

9. GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario without regard to conflict of laws principles. Any dispute arising under or in connection with this Agreement shall first be attempted to be resolved by mediation. If mediation fails, the dispute shall be resolved by binding arbitration in accordance with the rules of the ADR Institute of Canada.

10. ENTIRE AGREEMENT:

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings, whether oral or written. Any amendments must be in writing and signed by both parties.

11. SEVERABILITY:

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

12. NOTICES:

All notices and communications required or permitted under this Agreement shall be in writing and delivered personally, sent by nationally recognized overnight courier, or by certified mail to the addresses set forth herein or such other address as either party may designate by written notice.

13. SIGNATURES:

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures shall be considered as valid as original signatures.

CLIENT'S SIGNATURE

PROVIDER'S SIGNATURE

Signature: _____

Signature: _____

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