# Custom Code & Design LLC - Design & Development Agreement

Custom Code & Design LLC

Design & Development Services Agreement (General Template)

This Agreement ("Agreement") is made between Custom Code & Design LLC ("Designer"), and [Client Name] ("Client") for the purpose of providing professional design, development, and digital creative services as outlined below.

1. Scope of Work

Designer agrees to perform the services listed in the attached proposal or Statement of Work (SOW), which may include but are not limited to:

- Custom website design and development (HTML, CSS, JavaScript)

- Website publishing and hosting setup (third-party hosting fees not included)

- Website builder platform development (Wix, Squarespace, WordPress CMS)

- Custom e-commerce site development (Shopify, WooCommerce, custom platforms)

- Online marketplace setup (eBay, Etsy store creation and optimization)

- Branding and identity design (logos, typography, mood boards, color palettes)

- SEO setup, content strategy, keyword integration, and analytics configuration

- Social media asset design and platform integration

- Graphic design (social media posts, business cards, flyers, packaging)

- Custom illustration and digital art (icons, decorative imagery, custom graphics)

- Photography services (product, portrait, or location-based)

- AI-generated image creation and digital image manipulation

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- File and server management, including updates and troubleshooting

- Website maintenance and ongoing support (see separate maintenance agreement)

All deliverables and scope details will be defined per project in an official written proposal.

2. Payment Terms

- Deposit: A non-refundable deposit of 50% of the total project cost is due before any work begins.

- Final Payment: The remaining balance is due upon completion of the project, prior to the transfer of final deliverables or launch.

- Payment Plans: For projects over $2,000, a three-month, interest-free payment plan is available by request.

- Additional Charges: Any work outside the scope of the original agreement, including additional revisions or feature requests, will be billed at $75/hour or a quoted flat rate.

- Accepted Payment Methods: Payments may be made by check, eCheck, Venmo, PayPal, wire transfer, or direct deposit.

3. Revisions Policy

- Included Revisions: Up to three (3) rounds of revisions are included in all design and development service packages.

- Additional Revisions: Revisions beyond the included rounds will be billed at $50 per round or $75/hour, depending on complexity.

- Scope Creep: Significant requests that shift the project scope will require a revised quote and additional timeline.

4. Project Timeline

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- Estimated Duration: Timelines vary by project complexity. Basic websites are typically completed in 2-4 weeks. More advanced projects (e-commerce, branding, etc.) may require 4-8 weeks or longer.

- Delays & Extensions: While the Designer will strive to meet all deadlines, timelines may be extended due to client delays, technical issues, or scope changes.

- Communication: Clear and timely feedback from the Client is required to maintain progress. Delayed responses may delay the final delivery.

5. Client Responsibilities

- Provide all required content, branding assets, and access credentials in a timely manner.

- Respond to feedback and review requests promptly to avoid project delays.

- Confirm and approve final work before site launch or delivery.

- Maintain access to your domain registrar and hosting accounts as needed.

6. Ownership & Licensing

- Client Rights: Upon full payment, the Client receives the right to use final approved deliverables for the intended purpose (website, branding, etc.).

- Designer Rights: Designer retains copyright to all working files, drafts, unused designs, and code created during the project.

- Raw/Editable Files: Working design files (e.g., PSD, AI) are not included unless specified and may incur additional charges.

- Portfolio Use: Designer reserves the right to showcase completed work (or non-confidential excerpts) in their portfolio, social media, or promotions, unless agreed otherwise in writing.

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7. Cancellation & Termination

- Either party may terminate the Agreement with 14 days' written notice.

- If the Client cancels the project after the deposit is paid but before delivery, the deposit serves as a non-refundable kill fee.

- Work completed beyond the deposit value will be billed proportionally and must be paid upon cancellation.

- No refunds will be issued for completed deliverables or partially completed work.

8. Liability & Disclaimer

- Designer is not responsible for website downtime, lost revenue, or software issues caused by third-party tools, hosts, or platforms.

- Designer is not liable for content accuracy provided by the Client.

- All services are provided "as-is" without express or implied warranties.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada (Douglas County).

Client Signature: _____

Printed Name: _____

Date: _____

Designer Signature: _____

Printed Name: Georgia Novotny, Custom Code & Design LLC

Date: _____

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Note: The terms of this agreement may be updated or expanded as needed on a per-project basis. A detailed project proposal will accompany this agreement and outline all deliverables, estimated timeframes, and costs.