

# WEBSITE MAINTENANCE AGREEMENT

## Maintenance Agreement

This agreement is between \_\_\_\_\_ and \_\_\_\_\_, the Client.

Client is contracting \_\_\_\_\_ as a provider of web site maintenance services. Services not considered 'standard website maintenance' are subject to be charged at a regular hourly rate of \$\_\_\_\_\_, and will not be considered part of this contract. The Monthly charge for maintenance is \$\_\_\_\_\_ for \_\_\_\_\_ hours, any additional work that is included in this agreement will be charged at \$\_\_\_\_\_/per hour.

## What IS included in this agreement:

1. Edit, revise, update or create new textual/graphical content
2. New pages that utilize the current design and do not require modification of the theme or layout.
3. Consultation, and guidance on the use of the web site.
4. Onpage SEO such as Meta tags (title, description, keywords), alt tag, h1, h2, h3.
5. Regular backups of your site so that it may be restored in case of loss.
6. We're here should you need us for consultation and advice.
7. Monitoring your website functionality to ensure that everything is working as it should and upgrade where necessary. Some plugins may become outdated and no longer work with the newest version of your website software. Plugins may need upgrading to accommodate the newer version, or become obsolete with the improvements in the website software.
8. Downtime is highly inconvenient for any website owner and when it happens it is important to have someone on hand to help. We can assist you by liaising with the hosting company to sort out the situation as quickly as possible.

\*When your site is online you need immediate technical support, We ensure that option is available and deal with any issues ourselves so you don't have to.

## What is NOT included in this agreement:

1. Web site redesign, re-alignment or re-development (i.e. changes to the overall look and feel of the website that would require editing of the theme files)
2. New Website integration including but not limited to blogs (unless it will utilize the current theme/design), shopping carts and web forums. These require a separate design agreement.

## Total Agreement:

\_\_\_\_\_ shall provide Client with minor updates to the web site. The contract will be paid on a Monthly Basis with the 1st payment due 30 days after the signing of this agreement. Each following monthly payment will be due on the date of initial payment of each month. There will be a 10 day grace period for payments and a 10% late fee for payments made after the grace period.

During the duration of this contract, the Client agrees that \_\_\_\_\_ will be the sole provider of maintenance services for the web site, and no other party will have access to or rights to change the web site. If a party other than \_\_\_\_\_ makes changes to the web site, any errors that are created must be repaired and will be charged for at the hourly rate specified above. **Minor updates should not exceed more than 50% of the content on any single site page, THE PERCENTAGE TO BE DETERMINED BY \_\_\_\_\_.**

**Deadlines & Deliverables:**

\_\_\_\_\_ will respond to all maintenance requests from Client within \_\_\_\_\_ hours on weekdays and 48 hours on weekends, via email or phone, with a confirmation that the request was received, and an estimated completion date for each action item in the request. Maintenance requests received after 18:00 PT may not receive a response until the next business day unless prior arrangements have been made.

\_\_\_\_\_ will adhere to all quoted deadlines for the deliverables in the maintenance requests. In the event that \_\_\_\_\_ has any issues in delivering on a quoted deadline, Client will be notified via email or telephone the reasoning for any change.

**Meetings & Correspondence**

\_\_\_\_\_ strives to maintain a minimal carbon footprint. Meetings and correspondence will primarily be conducted by phone and email. Files and documentation will be exchanged using email or cloud storage such as Dropbox. Face to face meetings, when necessary, will be charged by the half hour and will use the prepaid time first or be charged at the hourly rate specified above if the monthly prepaid time is exhausted.

**Additional Services:**

Any revision, addition, or redesign Client requests \_\_\_\_\_ to perform that is not specified in this document shall be considered "additional" and will require separate agreement and payment. \_\_\_\_\_ shall advise Client on any requested work that falls within these bounds.

**Authorization:**

Client hereby authorizes \_\_\_\_\_ to access their web hosting account, providing active user name / password combinations for access to the server via FTP, assuring that 'write

permissions' are in place on said hosting provider.

**Cancellation**

This contract can be terminated by \_\_\_\_\_ by giving 30 days written notice of the cancellation.

This contract can be terminated by \_\_\_\_\_ by giving 30 days written notice of the cancellation to the Client.

If the final 30 day period would extend into another billing cycle, the termination date of this contract will be the last day of that billing cycle unless otherwise agreed upon by both \_\_\_\_\_ and \_\_\_\_\_. All outstanding payments will be due on the termination date of this contract. A late fee of 10% will be charged for every day the final payment is late.

**Legal:**

This Agreement shall be governed by and construed in accordance with the laws of California applicable therein.

Signing this document means you agree to the terms of this document "Website Maintenance Agreement" on behalf of \_\_\_\_\_.

