

Website Design & Care Plan Agreement

Summit Studio — Custom Websites for Local Business · Version 4.0

This Agreement is entered into as of the Effective Date between:

Developer: Israel Allred, doing business as Summit Studio (“Developer,” “I,” or “me”).

Developer contact: contact@gowithsummitstudio.com · Phone: 307-409-7428

Client (legal name): _____ (“Client” or “you”)

Client business name: _____

Client email: _____ **Phone:** _____

Client date of birth: _____ **Client mailing address:**

Effective Date: the date the Client signs below *or* completes electronic acceptance under Section 4.

1. Overview of Services

Summit Studio will design and build a custom website for the Client. This is a custom design built specifically for the Client — it is not a pre-made template, and the design work is original to this project. The Client owns the finished website in all cases. The only difference between the two service options below is who handles hosting and ongoing upkeep.

Option A — Care Plan (recommended). Summit Studio builds the website and then hosts and maintains it on the Client’s behalf for a recurring monthly fee. This is the simplest, most hands-off option: the Client does not have to manage hosting or technical upkeep. The Client still owns the website and the domain at all times (see Section 8, Ownership).

Option B — Just the Build (Build & Hand-Over). Summit Studio builds the website and then transfers it fully to the Client’s own account, giving the Client complete ownership and independence from day one. After hand-over, Summit Studio has no further involvement unless separately engaged.

Selected option (check one): Option A — Care Plan Option B — Just the Build

2. Scope & Build Process

- The build includes a website of up to five (5) pages. Additional pages or features beyond this scope may be added by mutual agreement for an additional fee, discussed before work begins.
- At the start of the build, Summit Studio will create three (3) different design options — three distinct, custom layouts and design directions (not templates, and not the same site three times). These initial options will not contain the Client’s final photos; they exist so the Client can choose a look and feel.
- The Client selects one direction. Summit Studio then builds the first deploy-ready version of the chosen design for the Client’s review.
- The Client then has three (3) rounds of revisions to refine the site. A **“revision round” means one batch of requested changes submitted together at one time.** The Client gathers all desired changes and sends them as a single list; Summit Studio completes that batch as one round. Changes submitted piecemeal may be counted as separate rounds.

- Revisions requested beyond the three included rounds may be completed for an additional fee, agreed in advance.
- Once the Client approves the final site, Summit Studio invoices the remaining balance. After that payment is received, the website goes live the next business day.

3. Pricing & Payment

Website build (one-time): \$1,000 flat, including up to five (5) pages.

Care Plan (Option A only): \$79 per month. The first month of Care is included with the build at no charge; monthly billing at \$79 begins one month after the site goes live.

- A deposit of 50% of the build price (\$500) is due before work begins. Work starts the next business day after Summit Studio receives: (1) this signed Agreement (or completed electronic acceptance under Section 4), (2) the \$500 deposit, and (3) an email describing how the Client wants the website along with the Client's business information.
- The remaining balance of the build price is invoiced after the Client approves the final site and **is due before the website goes live**.
- All invoices and payments are handled securely through Stripe, which accepts most major payment methods (credit and debit cards, Apple Pay, Google Pay, and more).
- **Referral discount.** If the Client was referred to Summit Studio and named the referrer when first reaching out, the Client receives 10% off the build price (\$100 off a \$1,000 build). The discount is applied to the remaining balance, so a referred Client pays the standard \$500 deposit and a reduced final payment of \$400.
- The Client is responsible for the cost of their own domain registration (see Section 8).

4. Electronic Acceptance & Online Payment

This Agreement may be signed on paper or accepted electronically through the online acceptance form at gowithsummitstudio.com.

- **Electronic signature.** When the Client completes the online acceptance form — providing the information requested above, confirming they have reviewed this Agreement in full, checking the acceptance box, and submitting the form — that submission constitutes the Client's electronic signature and acceptance of this Agreement, with the same force and effect as a handwritten signature, consistent with the U.S. E-SIGN Act and applicable state law (including the Uniform Electronic Transactions Act).
- **Record of acceptance.** Upon submission, a record of the completed acceptance (including the Client's information, selected option, acceptance statement, and timestamp) is transmitted to Summit Studio, and a copy is sent to the email address the Client provides. Either record is evidence of the executed Agreement.
- **Consent to transact electronically.** By accepting online, the Client consents to conduct this transaction by electronic means and acknowledges the deposit is paid through Stripe's secure checkout immediately following acceptance.
- **Binding effect.** Once accepted (electronically or on paper) and the deposit is received, this Agreement is a binding contract: the Client is obligated to pay for the website as set out in Section 3, and Summit Studio is obligated to deliver the services described in this Agreement.

5. Care Plan — What's Included

If the Client selects Option A (Care Plan), the \$79/month fee includes:

- Hosting of the website and keeping the Client's domain connected and running.
- Up to four (4) small changes per month, done for the Client. A small change is something like updating text, replacing or editing photos, or changing posted hours.
- One (1) larger change every two (2) months. A larger change is adding or removing a section, or anything requiring a significant amount of work.
- Security and uptime monitoring of the website.
- Keeping the Client's Google Business Profile current with information the Client provides.
- Priority support — a real person to call, text, or email.

Unused changes do not roll over month to month. Work beyond what is listed above may be quoted separately. The Care Plan is month-to-month and may be cancelled by either party with reasonable notice (see Section 6).

6. Cancellation & Hand-Over of a Care Plan Site

The Care Plan can be cancelled by the Client at any time. Because the Client always owns the website and the domain, cancellation is straightforward and there is no lock-in.

- Upon cancellation, Summit Studio will move the Client's finished website to a hosting account in the Client's own name and provide the login credentials, after which hosting and upkeep become the Client's responsibility.
- Because the Client's domain is already registered in the Client's name, the website continues running through the transition without interruption.
- Summit Studio will keep the site live on its hosting for up to thirty (30) days after cancellation to allow a smooth transition.
- Hand-over / migration fee upon cancellation: none.

Monthly Care Plan fees already paid are non-refundable, but no further monthly fees are charged after the cancellation takes effect.

7. Timeline & Delays

Summit Studio will work to complete the project promptly. Timelines depend on the Client providing needed materials, feedback, and approvals on time. Delays in Client responses may extend the schedule accordingly.

8. Ownership, Accounts & Domain

- **Website ownership.** Upon receipt of full payment for the build, the Client owns the finished website and its files. This is true under both Option A and Option B.
- **Domain.** The Client purchases and owns their domain name, registered in the Client's own name and account, in both options. The domain is always the Client's property.
- **Hosting under Option A.** If the Client selects the Care Plan, Summit Studio hosts the site on Summit Studio's hosting for the Client's convenience. This does not transfer ownership of the website or domain to Summit Studio.

- **Accounts under Option B.** If the Client selects Just the Build, Summit Studio will set up the necessary new accounts using the Client's email and an initial password. After the build, Summit Studio provides a document listing all logins; the Client changes the passwords, which removes Summit Studio's access. From that point the site is entirely the Client's.
- **Existing accounts.** Summit Studio will not access any of the Client's pre-existing business accounts. Any account Summit Studio creates is a new account tied to the Client's email, control of which is handed to the Client.

9. Client Responsibilities

- Provide business information, written content, photos, logos, and any other materials needed for the build in a timely manner.
- Confirm the Client has the right to use all text, images, and materials provided to Summit Studio, and that they do not infringe anyone else's rights.
- Review work and submit revision requests promptly so the project can stay on schedule.
- Purchase and maintain the domain in the Client's own name.

10. Content & Intellectual Property

The Client retains ownership of all content the Client provides (text, photos, logos, brand materials). Upon full payment, the Developer assigns ownership of the final delivered website to the Client. The Developer retains the right to reuse general techniques, methods, and underlying tooling, and to display the completed website as a portfolio and marketing example, unless the Client opts out during acceptance or otherwise in writing.

11. No Business Guarantee

The Developer does not guarantee search ranking, sales, uptime, revenue, customer acquisition, security against all attacks, third-party service availability, or any specific business outcome. The website is provided on a professional best-effort basis.

12. Limitation of Liability

To the maximum extent allowed by law, the Developer's total liability under this Agreement is limited to the total amount the Client paid under it. The Developer is not liable for any indirect, incidental, special, or consequential damages, including lost profits or business interruption.

13. Late Payment

Work may pause until any overdue balance is resolved. Timelines extend accordingly while payment is outstanding.

14. Termination of the Build

Either party may end the project before completion with written notice. The deposit compensates the Developer for reserved project time and is non-refundable. The Client pays for any completed work performed before termination.

15. Independent Contractor

The Developer is an independent contractor, not an employee or partner of the Client. Nothing in this Agreement creates a partnership or joint venture between the parties.

16. Governing Law

This Agreement is governed by the laws of the State of Wyoming. Any dispute will first be addressed through good-faith discussion between the parties.

17. Entire Agreement

This document is the entire agreement between the parties and replaces any prior discussions. Any changes must be made in writing and agreed to by both parties. If any part of this Agreement is found unenforceable, the rest remains in effect.

18. Acceptance & Signatures

This Agreement may be executed electronically as described in Section 4, or by signing below. By accepting electronically or signing below, both parties agree to the terms of this Agreement.

Developer — Israel Allred (Summit Studio)

Signature: _____ Printed name:
_____ Date: _____

Client

Signature: _____ Printed name:
_____ Date: _____