

WEBSITE MAINTENANCE AND SERVICE AGREEMENT

Location: _____ Effective Date: _____

Parties:

Service Provider Name: _____

Address: _____

Contact Email / Phone: _____

Client:

Client Name: _____

Address: _____

Contact Email / Phone: _____

Scope of Services:

Service Provider agrees to provide website maintenance services to Client as described in this Agreement, including but not limited to updates, backups, security monitoring, content management, troubleshooting, and technical support as needed. Services shall be performed in a professional and workmanlike manner.

Term and Termination:

This Agreement shall commence on the Effective Date and shall continue until terminated by either party upon thirty (30) days written notice. Either party may terminate this Agreement immediately for material breach by the other party, provided written notice of such breach is given and the breach is not cured within fifteen (15) days.

Fees and Payment:

Client agrees to pay Service Provider a monthly fee of \$_____ USD for maintenance services, payable in advance by invoice. Additional services outside the scope shall be billed at an agreed hourly rate or fixed fee.

Client Responsibilities:

Client shall provide timely access to website administration panels, hosting accounts, and relevant credentials. Client is responsible for content accuracy and approvals in a timely manner.

Confidentiality:

Both parties agree to maintain the confidentiality of proprietary information and not disclose any such information to third parties without prior written consent, except as required by law.

Warranties and Disclaimer:

Service Provider warrants that services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICES ARE PROVIDED 'AS IS' WITHOUT ANY OTHER WARRANTY,

EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability:

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification:

Each party shall indemnify and hold harmless the other from and against any and all claims, losses, liabilities, costs, and expenses arising out of its breach of this Agreement or negligence.

Intellectual Property:

Client retains all intellectual property rights in website content. Service Provider retains ownership of any pre-existing materials or tools used in providing services. Any custom developments shall be considered work-for-hire and owned by Client upon full payment.

Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Dispute Resolution:

The parties agree first to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. If unresolved, disputes shall be finally resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

Severability:

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

Entire Agreement:

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter. Any amendments must be in writing and signed by both parties.

Force Majeure:

Neither party shall be liable for delays or failure to perform caused by events beyond their reasonable control, including natural disasters, acts of government, war, or other force majeure events.

SERVICE PROVIDER SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

Original source of this document:

<https://contract247-us.com/website-maintenance-contract/>

Did you find this template helpful?

Find more updated templates at:

<https://contract247-us.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.
It is recommended to consult a legal professional for each specific case.