SAMPLE AGREEMENT

Website Design & Development Agreement

Fixed-price website design, build, launch and first-year updates.

Sample only. This is VirtuOHS's standard website agreement, shown for reference. Fees and terms are standard; project details are filled in for each client. It is not an offer or a contract for signature.

This Website Design & Development Agreement (the "Agreement") is entered into as of _____ (the "Effective Date") by and between:

Developer	VirtuOHS, of Neebing, Ontario, represented by James Pritchard ("VirtuOHS" or the "Developer").
Client	_____, of _____ (the "Client").

VirtuOHS and the Client are each a "Party" and together the "Parties." The project-specific details (current website, any additional features, fixed fee, dates and contacts) are set out in **Schedule A**, which forms part of this Agreement.

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A. Schedule A — Project Summary

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1. Services

VirtuOHS will design, build and launch a website for the Client (the "Website") as described in this Agreement and Schedule A (the "Services").

Scope. The Website is a rebuild of the Client's current website, identified in Schedule A, and covers all of its existing pages and content. VirtuOHS may combine, split or reorganise pages where that improves readability, navigation or search performance, so the Website's page structure need not match the current site. No page list is required: the fixed fee covers the full rebuild.

1.1 Prototype. Any prototype VirtuOHS provided before this Agreement was supplied free of charge and without obligation. On signing, it becomes the starting point for the Website. Prototype features left incomplete on purpose (such as working forms, search engine setup and hosting on the Client's domain) are completed as part of the Services.

1.2 Process. The Services proceed in the following stages:

1. **Discovery** — the Client tells VirtuOHS what it likes, what is missing and what its customers usually ask about;
2. **Confirmation** — the Parties confirm Schedule A, including any additional features;
3. **Design & build** — VirtuOHS refines every page by hand (layout, colour, spacing, type) for phone and desktop;
4. **Review** — the Client reviews the Website and requests revisions under Section 5; and
5. **Launch** — VirtuOHS publishes the Website on the Client's domain under Section 6.

1.3 Deliverables. Unless Schedule A says otherwise, the Website will include:

- a mobile-first, responsive layout, with the Client's phone number and a clear call to action on every page;
- contact forms that deliver submissions to the Client's nominated email address;
- connecting contact forms to the Client's existing tools (for example, sending submissions to its scheduling or CRM system), where the tool supports it;
- search engine fundamentals: page titles, meta descriptions, a sitemap and clean page structure;
- redirects from the Client's existing page addresses to their new equivalents;
- migration of the Client's existing content and photos, organised for easy navigation; and
- a build optimized to target a score of 100 in each of the four Google Lighthouse categories (performance, accessibility, best practices and SEO), measured at launch. Lighthouse scores vary with testing conditions, browsers, networks, third-party services and later content changes, so a particular score is not guaranteed.

1.4 Application features (out of scope). Features that make the Website work like an application — including online booking, customer logins or portals, systems that store orders or customer records, e-commerce, and custom software or app development — are not included unless listed in Schedule A. VirtuOHS will identify any such feature before starting and quote it separately in writing.

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2. Fees & Payment

1. **Fixed fee.** The Client will pay the fixed project fee set out in Schedule A for the rebuild described in Section 1 and any additional features listed in Schedule A. The fee will not increase unless the scope changes under Section 2.4.
2. **Pay, then launch.** No deposit is required. VirtuOHS builds the Website at its own risk, and the fixed fee is payable in full before the Website is launched on the Client's domain. The Website is launched once payment is received. Payment is made by the method the Client chooses in Schedule A, and VirtuOHS will provide the payment details when the Website is ready for launch.
3. **Taxes.** Amounts are stated exclusive of applicable sales taxes. Where VirtuOHS is required by law to collect GST/HST or other sales taxes, those amounts will be added to the amount payable. Unless VirtuOHS is required by law to collect them, any taxes, duties, levies or similar charges applicable to the Client are the Client's responsibility, including, for Clients outside Canada, any taxes or charges imposed in the Client's jurisdiction.
4. **Changes in scope.** Work beyond the rebuild in Section 1, the additional features in Schedule A or the included updates in Section 7 (such as new content not on the current site, new features or extra revision rounds) will be quoted in writing and proceeds only on the Client's written approval.
5. **Same rule for added work.** Approved additional work, whether before or after launch, follows the same order: VirtuOHS builds it, the Client pays for it, and VirtuOHS then deploys it to the live Website. VirtuOHS has no obligation to deploy any work that has not been paid for.

3. Timeline

VirtuOHS will use reasonable efforts to meet the target launch date in Schedule A. Because the timeline depends largely on the Client's responses, any delay in supplying content, feedback or access under Section 4 extends the timeline by at least the same period. If the Client does not respond for thirty (30) consecutive days, VirtuOHS may pause the project or end it under Section 12.3.

4. Client Responsibilities

1. **Content.** The Client will supply any additional photos, testimonials and copy reasonably requested, and confirm that the business information carried over from its current site (services, hours, prices, contact details) is accurate.
2. **Feedback.** The Client will respond to review requests within five (5) business days and consolidate feedback through a single contact person, named in Schedule A.
3. **Access.** The Client will provide timely access to its domain registrar or DNS settings, existing hosting and any third-party accounts needed to complete the Services. Launch cannot proceed without working access to the Client's domain.
4. **Rights in content.** The Client confirms it owns or has permission to use all content, photos, logos and trademarks it supplies, and that they do not infringe anyone else's rights.
5. **Legal content.** The Client is responsible for its own privacy policy, terms and any other legal notices on the Website, and for its obligations in handling personal information submitted through its forms.

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5. Review & Acceptance

1. The fixed fee includes three (3) rounds of consolidated revisions to the design and content within the agreed scope. Additional rounds are billed at the hourly rate in Schedule A.
2. When the Website is ready for launch, VirtuOHS will notify the Client. The Website is accepted when the Client approves it in writing, or five (5) business days after notice if the Client has not identified specific defects.

6. Launch

On acceptance and payment of the fixed fee, VirtuOHS will publish the Website on the Client's domain, set up redirects from existing page addresses, submit the sitemap to search engines and confirm that contact forms are delivering. VirtuOHS will fix defects in its own work reported within thirty (30) days of launch at no charge.

7. Updates After Launch

7.1 Included updates (first year). For twelve (12) months after launch, VirtuOHS will make content updates at no additional charge, including swapping photos, changing hours or prices, editing text, and adding a new page or section built from existing page layouts. VirtuOHS does not separately invoice individual quick changes. Time spent on included updates counts toward the fair-use limit in Section 7.2.

7.2 Fair-use limit. Included updates are subject to a fair-use limit of twenty-four (24) hours of work over the twelve-month period (an average of two (2) hours per month). If requests go beyond that limit, VirtuOHS will tell the Client before doing further work, and any additional work is billed at the hourly rate in Schedule A only with the Client's approval, and deployed once paid under Section 2.4.

7.3 Requests & turnaround. Update requests are made by email to james@virtuohs.ca. VirtuOHS will aim to complete included updates within three (3) business days of a complete request.

7.4 Not included. Redesigns, new layouts or templates, and the application features described in Section 1.4 are not included updates. VirtuOHS will say so before starting and quote that work separately.

7.5 After the first year. Ongoing updates may be provided through a care plan agreed in writing at that time, or billed at the hourly rate in Schedule A. VirtuOHS may choose to complete minor updates without charge at its discretion.

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8. Hosting, Domain & Third-Party Services

1. **Domain.** The Client's domain remains registered in the Client's name and under the Client's control.
2. **Hosting.** The Website will be hosted as set out in Schedule A, either by VirtuOHS or by the Client on an account in its own name. Hosting provided by VirtuOHS is free of charge. VirtuOHS may end free hosting on at least sixty (60) days' written notice, and will then help move the Website to a host of the Client's choice at no charge. VirtuOHS will use reasonable efforts to keep hosting available and secure, but does not guarantee uninterrupted or error-free availability. Hosting may rely on third-party infrastructure outside VirtuOHS's control, and VirtuOHS may temporarily suspend the Website where reasonably necessary to address a security, technical or legal issue.
3. **Third-party services.** Fees for third-party services (such as domain registration, email, fonts, stock imagery or plugins) are the Client's responsibility unless Schedule A says otherwise. VirtuOHS is not responsible for outages, changes or price increases by third-party providers.
4. **Personal information.** Where personal information (such as contact form submissions) is processed through Website services provided by VirtuOHS, it will be handled only as necessary to operate and support those services and protected using reasonable safeguards.

9. Ownership & Intellectual Property

1. **The Website belongs to the Client.** On payment in full, the Client owns the finished Website design and the content created specifically for it, and VirtuOHS will provide a copy of the Website's files on request.
2. **Developer tools.** VirtuOHS retains ownership of its pre-existing and general-purpose code, frameworks, components and methods (“Developer Tools”), and grants the Client a perpetual, non-exclusive, royalty-free licence to use the Developer Tools as part of the Website.
3. **Client materials.** The Client retains ownership of all content, photos and trademarks it supplies, and grants VirtuOHS a licence to use them to perform the Services.
4. **Portfolio.** Unless the Client objects in writing, VirtuOHS may show the Website in its portfolio and include a small credit link in the site footer.

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10. Confidentiality

Each Party will keep confidential the non-public information of the other Party disclosed in connection with this Agreement, including account credentials, use it only to perform this Agreement, and protect it with at least reasonable care. This obligation survives termination for three (3) years, except for account credentials, personal information and trade secrets, which remain confidential for as long as the information remains confidential or applicable law requires.

11. Warranties & Disclaimer

VirtuOHS will perform the Services with reasonable skill and care consistent with professional standards. Lighthouse and other performance targets are measured at launch and are targets, not guarantees; scores can vary with testing conditions, browsers, networks, third-party services and later content changes. Except as expressly stated, the Website and Services are provided “as is,” and VirtuOHS disclaims all other warranties to the extent permitted by law. The Client remains responsible for its own legal and accessibility obligations, including any accessibility laws that apply in its province or territory.

> **No ranking guarantee.** Search rankings are decided by search engines and depend on factors outside the Website, such as reviews and the searcher's location. VirtuOHS builds to the fundamentals search engines publish, but does not guarantee any search position, traffic level or number of enquiries.

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12. Termination

1. Either Party may terminate this Agreement on thirty (30) days' written notice.
2. Either Party may terminate immediately if the other materially breaches this Agreement and fails to cure within thirty (30) days of written notice.
3. **Before launch.** Because VirtuOHS builds the Website on spec, if this Agreement ends before the fixed fee is paid, the Client owes nothing for the build, and VirtuOHS keeps all rights in the work produced. The Client may not use that work unless it pays the fixed fee. The same applies to any additional work that has not been paid for under Section 2.4.

13. Limitation of Liability

To the maximum extent permitted by law, neither Party is liable for indirect, incidental or consequential damages, including lost profits, lost business or lost data. Each Party's total aggregate liability under this Agreement will not exceed the fixed project fee set out in Schedule A. The Client will indemnify VirtuOHS against claims arising from content the Client supplies.

14. Independent Contractor

VirtuOHS is an independent contractor. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship between the Parties.

15. Governing Law

This Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada that apply there, wherever the Client is located. The Parties submit to the exclusive jurisdiction of the courts of Ontario.

16. General

1. **Entire agreement.** This Agreement and Schedule A are the entire agreement between the Parties and supersede prior discussions and proposals.
2. **Amendments.** Any change must be in writing and signed (including electronically) by both Parties. Written approval of a quote by email is sufficient for changes in scope under Section 2.4.
3. **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, not to be unreasonably withheld.
4. **Severability.** If any provision is held unenforceable, the remainder stays in effect.
5. **Notices.** Notices must be in writing and sent to the addresses above, or by email to the contacts in Schedule A.

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17. Signatures

The Parties agree to the terms of this Agreement as of the Effective Date.

For VirtuOHS

Name: James Pritchard
Title: _____
Date: _____

For the Client

Name: _____
Title: _____
Date: _____

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A. Schedule A — Project Summary SAMPLE

This schedule sets out the project-specific terms. Where it conflicts with the body of the Agreement, this schedule governs.

Current website	All existing pages and content are included (Section 1).
Additional features	None. Application features (Section 1.4) are quoted separately.
Fixed project fee	$1,000 CAD + applicable sales tax
Payment	100% before launch — no deposit
Preferred payment method	☐ Wire transfer ☐ Interac e-Transfer ☐ Other: _____
Revision rounds	Three (3)
Target launch date	Subject to timely content, feedback and domain access (Sections 3 and 4).
Included updates	12 months after launch, fair-use limit of 24 hours (about 2 hours/month) Quick changes are not invoiced individually; time counts toward the limit (Section 7).
After year one	Care plan agreed at the time, or the hourly rate below; minor updates may be done free at VirtuOHS's discretion
Hourly rate	$200/hour, only for approved work beyond the included updates or extra revision rounds
Hosting	☐ Hosted free by VirtuOHS ☐ Client's own account
Client contact	
VirtuOHS contact	James Pritchard · james@virtuohs.ca · 250-617-0145

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