

Website Build and Maintenance Agreement

Between the designer and the artist named on the signature page (the last page), and the artist's parent or legal guardian if the artist is under 18.

In plain words: the designer builds the website, the artist owns it, and if the artist wants the designer to keep updating it after launch, this agreement sets the price and the rules. If the artist is under 18, a parent or guardian must also sign; without that signature this agreement is not valid.

1 Who this is between

"Designer" is the person building the website. **"Artist"** is the musician or creator the website is for.

"Guardian" is the Artist's parent or legal guardian, and only applies if the Artist is under 18. Names and contact details are on the signature page. **"Client"** means the Artist, together with the Guardian if there is one.

"Website" means the website described on the signature page, including its code, layout, animations and the files that build it, as delivered by Designer.

2 The build

Client pays the build fee written on the signature page. If the fee is \$0, the build is free. If it is more than \$0, half is due when this agreement is signed and half at Launch (section 5). Whatever the fee, Client also agrees to:

1. keep a small "site by" credit with a link to Designer in the Website's footer, for as long as Designer maintains the Website or for 12 months after launch, whichever is longer. Client may remove it after that; and
2. let Designer show the Website, screenshots and a short description of it in Designer's portfolio and on social media, now and in the future.

If the build fee is \$0, nobody owes any money for the build itself.

3 Who owns what

1. **Artist owns the Website.** When this agreement is signed and any build fee due at signing is paid, Designer transfers to Artist all of Designer's rights in the code and design written specifically for the Website.
2. **Designer keeps general tools and know-how.** Designer keeps the right to reuse general techniques, helper scripts and non-client-specific code in other projects, as long as Designer doesn't copy the Website's overall look for another artist.
3. **Artist owns their accounts.** The domain name, the hosting account and any payment or social accounts must be registered in Artist's or Guardian's name, not Designer's.
4. **Client's content stays Client's.** Music, cover art, photos, names and logos Client provides stay Client's property. Client gives Designer permission to use them only to build and update the Website.

4 Content someone else made

Client is responsible for having the rights to every image, song, video, font and trademark Client asks Designer to put on the Website. If the signature page lists content in the demo that neither Designer nor Artist made and that isn't licensed, then before Launch Client will do one of the following for each item: (a) get written permission from its creator, (b) replace it with original commissioned work, or (c) replace it with work Client owns. Designer will swap in the replacements at no charge as part of Launch.

5 Moving the Website to Artist's own address

1. Client buys a domain name in Artist's or Guardian's name and creates an account with the hosting service listed on the signature page.
2. Within 3 days after Client gives Designer the needed access, Designer transfers the Website into Client's hosting account and connects the domain. Domain changes can take up to 48 hours to work everywhere.
3. Client sends the final content, such as music links, merch, tour dates and artwork. Designer adds it within 5 days after receiving it.
4. "Launch" means the Website is live on Client's domain.

6 30-day fix period

For 30 days after Launch, Designer will fix, at no charge, anything in the Website that doesn't work the way it did when delivered. This doesn't cover new features, content changes, or problems caused by someone other than Designer editing the Website.

7 Updates after launch (optional)

Client picks one option on the signature page and can switch options with written notice. Prices are those written on the signature page.

OPTION	WHAT CLIENT GETS	COST
Do it yourself	One 30-minute walkthrough of how to edit and publish the Website. Designer does no further work unless hired under another option.	Free
Per update	Designer makes each requested update within 48 hours of the request and of any needed files being sent.	Per update
Monthly	Up to 4 updates per calendar month, completed within 48 hours; a monthly check that every link works; Client's requests handled before non-monthly work. Unused updates don't carry over.	Per month

What counts as one update: adding or changing one release, one set of tour dates, one merch item or batch of up to 5 items, or fixing links. Larger changes such as new animations, new sections, a new scene, a store connection or redesigns are **"New Work."** Designer will quote New Work in writing (a text or DM is fine) and doesn't start until Client says yes in writing.

8 Paying

1. Designer sends invoices through a payment service (such as Square). Client can pay with any method the invoice offers. Where the service requires an adult account holder, Guardian makes the payment.
2. **Build fee:** invoiced as described in section 2.
3. **Per update and New Work:** invoiced when the work is done; due within 7 days. For New Work over \$100, Designer may ask for half up front.
4. **Monthly:** billed at the start of each month, in advance. It renews every month until cancelled. Client can cancel any time by written notice; cancellation takes effect at the end of the month already paid for.
5. If an invoice is more than 14 days late, Designer may pause all work until it's paid. There are no late fees or interest.
6. Payments for work already delivered are not refundable. If Designer can't finish paid work, Designer refunds the unfinished part.

9 Ending this agreement

Either side can end the update arrangement at any time with written notice. Sections 2, 3, 4 and 10 keep applying after it ends. If it ends, Designer will give Client any access and files Designer still holds within 7 days, and Client pays for work completed before the end.

10 Limits

1. Designer does not promise any number of visitors, streams, followers or sales.
2. Designer isn't responsible for outages or changes at services Designer doesn't control, such as Netflix, domain registrars, Instagram, Spotify, Apple Music, SoundCloud, YouTube or payment services.
3. Except for Designer's duty to refund unfinished paid work, the most either side can be responsible to the other for, for any reason, is the total Client paid Designer in the 3 months before the problem.

11 If Artist is under 18

This section applies if Artist is under 18 on the effective date. In that case, Guardian signs this agreement to (a) give consent for Artist to enter into it, (b) agree to its terms on Artist's behalf and on Guardian's own behalf, and (c) be responsible for paying any invoice Client owes under it. Designer won't start work, transfer ownership or send an invoice until Guardian has signed. If Artist is 18 or older, this section and the Guardian signature block don't apply.

12 General

1. **Relationship.** Designer is an independent contractor, not an employee, manager or agent of Artist.
2. **Written notice.** "Written" includes email, text message or Instagram direct message sent to the contact details on the signature page.
3. **Electronic signatures.** Everyone agrees to sign and receive this agreement electronically. A typed name or drawn signature in a signature field counts as a signature, and a signed PDF copy counts as an original.
4. **Whole agreement.** This is the complete agreement about the Website. Changes must be in writing and agreed by Designer and Guardian.
5. **If part fails.** If any part of this agreement can't be enforced, the rest still applies.
6. **Law and disputes.** The laws of the state written on the signature page apply. Everyone agrees to first try to fix any disagreement by talking it through for at least 14 days, and after that to use small claims court in that state where possible.

Signature page

EFFECTIVE DATE

GOVERNING LAW: STATE

THE PROJECT

WEBSITE (WHAT'S BEING BUILT)

DEMO OR CURRENT ADDRESS

UNLICENSED CONTENT TO REPLACE (OR "NONE")

HOSTING SERVICE

BUILD FEE (\$0 = FREE)

UPDATE OPTION (section 7, check one)

- ☐ Do it yourself: free
- ☐ Per update: \$ per update
- ☐ Monthly: \$ per month, up to 4 updates

DESIGNER

FULL NAME

EMAIL OR PHONE

SIGNATURE (TYPE OR DRAW)

DATE

ARTIST

LEGAL NAME

ARTIST NAME

AGE

EMAIL

INSTAGRAM

SIGNATURE (TYPE OR DRAW)

DATE

PARENT OR LEGAL GUARDIAN (required if Artist is under 18: see section 11)

FULL NAME

RELATIONSHIP TO ARTIST

EMAIL

PHONE

SIGNATURE (TYPE OR DRAW)

DATE

By signing, each person confirms they have read all 12 sections of this agreement and agree to them. A Guardian who signs confirms they are the Artist's parent or legal guardian.