

WEBSITE DESIGN INDEPENDENT CONTRACTOR AGREEMENT with Hey, It's EMA (Evergreen Media Agency)

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made on the ___ day of _____, 2026 between:

Company / Client:

_____ ("Client")

Address: _____

Email: _____

Freelancer / Designer:

Hey, It's Ema (Evergreen Media Agency)

Freelancer: Ema Nathan

Email: _____

Both parties agree to the following terms:

1. SCOPE OF SERVICES

Client retains Designer to perform Website Design Services outlined below.

Designer agrees to complete the following:

1.1 Project Overview (to be completed before signature)

- Website Platform:
 - Webflow
 - Wix
 - Shopify
- Total Number of Pages: _____
- Custom Animations / Interactions: _____
- E-commerce Setup: Yes No
- Copywriting Provided By:
 - Client
 - Ema
 - Mix
- Brand Assets Provided By Client:
 - Client
 - Ema
 - Mix

- Additional Features Requested:

1.2 Deliverables

Designer will create and deliver:

- Custom website in the selected platform
- Desktop, Tablet, Mobile and Mobile Landscape responsive layouts
- SEO setup (usage of titles, descriptions, alt tags to become crawlable and ADA compliant)
- Homepage and subpage designs
- Up to ___ rounds of revisions
- Domain connection after final payment

Out-of-scope items require additional fees (Section 8).

2. PAYMENT TERMS

2.1 Total Project Fee:

\$ _____

2.2 Payment Schedule

- 25% Deposit due upon signature (**non-refundable**)
- 25% Mid-Project Payment due after all pages are drafted
- 50% Final Payment due prior to publishing, domain connection, or handoff

Work pauses immediately if a payment is missed.

2.3 Additional Fees

- Additional revisions: \$___/round or \$___/hour
 - Added pages: \$___ per page
 - Added animations: \$___ per animation
 - Rush fees: **\$750**
 - Late invoice fee (after 3 days): **+5%**
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3. TIMELINE

3.1 Estimated Timeline:

___ weeks total project duration

3.2 Timeline Requirements

Client must provide:

- All content (text, photos, branding) by: _____
- Feedback/approvals within 3 business days
- Required platform logins when needed

3.3 Timeline Extensions

Timeline automatically extends if:

- Client delays content
- Client delays approvals
- Scope changes
- Client adds features
- Revisions exceed the allocated number

Designer is not responsible for delays outside their control.

4. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide desired copy, photos, brand files, and instructions by the deadlines above.
- Respond within 3 business days to maintain the timeline.
- Review drafts carefully and provide consolidated feedback.
- Approve each stage of the website before the next stage begins.
- Supply accurate business information for policies (refunds, terms, privacy, etc.).
- Financially maintain their own domain, hosting, subscriptions, and platform fees.

Client understands:

- Delays on their part are not the responsibility of the Designer.
 - Failure to deliver content may result in placeholder text/images until received.
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5. DESIGNER RESPONSIBILITIES

Designer will:

- Deliver a functional, responsive website
- Communicate progress and timeline adjustments
- Provide professional-level work
- Hold a reasonable revision process
- Take into account clients ideas and considerations

- Share ownership once final payment is completed

Designer does not guarantee:

- SEO ranking performance
 - Sales, traffic, or business outcomes
 - Third-party app performance
 - Legal compliance of policies (Client must consult an attorney)
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6. CONFIDENTIALITY & NONDISCLOSURE

Designer may receive access to confidential or proprietary materials belonging to the Client.

Designer agrees to:

- Keep all client information confidential
- Not share or disclose files, data, or strategies
- Not use client information outside of this Agreement

Client agrees not to share Ema's proprietary processes, templates, or training.

7. INDEPENDENT CONTRACTOR STATUS

Designer is an independent contractor, not an employee.

Designer is fully responsible for:

- Taxes
- Insurance
- Licenses
- Business compliance

Designer cannot act on behalf of the Client beyond the scope of this Agreement.

8. OUT-OF-SCOPE WORK

The following are not included unless added for an additional fee:

- Brand photography
- Logo redesign
- Marketing integrations (email, CRM, funnels)
- Blog migration
- Stock Images
- Ongoing maintenance
- Hosting, domain, platform subscription fees

Any additional services outside the agreed-upon scope will be billed at the hourly rate necessary to complete those requests.

Ongoing maintenance plans are available to manage all website components on a monthly basis. (Section 13)

9. CANCELLATION

9.1 By Client

If Client cancels:

- Deposit is non-refundable
- Client must pay for all work completed at \$50/hour
- Designer may retain all materials until paid

9.2 By Designer

Designer may cancel:

- Due to nonpayment
- Repeated scope creep
- Disrespectful communication
- Unsafe or inappropriate working circumstances

No refunds will be issued in these cases.

10. LIABILITY

Designer is not responsible for:

- Loss of revenue
- Security breaches caused by weak client passwords
- Service interruptions from the platform used
- Data loss caused by the Client
- Full ADA, GDPR, HIPAA, or privacy-law compliance. Designer implements reasonable best practices, but all legal compliance must be reviewed and confirmed by the Client (If adjustments are needed in this instance, they will be done free of charge).

Client agrees to hold Designer harmless for any such losses.

11. NOTICES

All notices must be provided by email or written document to the addresses listed above.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior statements or agreements.

No modification is valid unless in writing and signed by both parties.

13. OPTIONAL WEBSITE MAINTENANCE PLAN

(a) Availability of Monthly Maintenance Plan

Designer offers an optional ongoing Website Maintenance Plan (“Maintenance Plan”) for Clients who wish to ensure their website remains updated, optimized, and fully functional after project completion.

(b) Maintenance Plan Inclusions

For a monthly fee of \$250, Designer will provide the following services:

- Minor content updates (text, images, buttons, pricing, etc.)
- Uploading and formatting blog posts
- Uploading products to e-commerce platforms
- Bug fixes and troubleshooting
- New pages
- CMS updates
- Minor layout adjustments
- Reviewing and updating site functionality
- Monthly performance check (links, forms, responsiveness)

This plan does NOT include:

- Full redesigns
- Complex custom animations
- Branding updates
- SEO campaigns
- Marketing setup or funnels
- Copywriting
- Large-scale structural changes

These may be added at Designer’s hourly or project rate.

(c) Billing and Payment

- The Maintenance Plan is billed monthly in advance.
- Payments must be made by the 1st day of each month.
- Late invoice fee (after 3 days): **+5%**

- Work will not be performed if payment is past due.

(d) Term and Cancellation

- Client may begin the Maintenance Plan any time after the website launch.
- Either party may cancel the plan with 30 days' written notice.
- Fees already paid for the current month are non-refundable.

(e) No Obligation

The Maintenance Plan is entirely optional. Declining the plan means:

- Client is fully responsible for maintaining and updating their website (A PDF guide outlining basic Webflow management and essential website components may be provided).
 - Designer is not liable for changes made by Client or third parties.
 - Any future requests outside the plan will be billed at Designer's standard rate.
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SIGNATURES

FREELANCER / DESIGNER

Hey, It's Ema (Evergreen Media Agency)

Name: _____

Signature: _____

Date: _____

COMPANY / CLIENT

Name: _____

Signature: _____

Title: _____

Date: _____