

Website Build, Hosting, and Maintenance Agreement

1. Services Included

For a monthly fee of **\$175**, the following services are included:

- If applicable, initial website build (full site), migration, and/or redesign (one-time setup included in the monthly fee).
- Hosting on a managed WordPress platform with daily backups and a 99.95% uptime commitment provided by the hosting platform (see Section 5).
- Ongoing maintenance, including plugin and theme updates, routine security checks, performance checks, and bug fixes.
- Unlimited incremental edits and content updates.
- Non-urgent large updates may be accommodated when not equivalent to a full redesign.

2. Services Not Included

The following items fall outside the included scope:

- Full website redesigns or rebrands (excluding initial site build).
- Full migrations to new platforms or major rebuilds (excluding initial site build).
- Urgent or time-sensitive changes.

Time-sensitive or out-of-scope work may be billed at **\$70/hour**, with prior approval.

3. Payment Structure

The standard monthly fee of **\$175** is billed as **2.5 hours per month** at an hourly rate of **\$70/hour**.

4. Pro-Rated First Month

The first month's fee will be **pro-rated** based on the number of days remaining in the month at the time of onboarding.

Example:

If onboarding occurs on the 20th day of a 30-day month, 10 days remain.

$10 \div 30 = 0.333$ of a month.

$0.333 \times \$175 = \mathbf{\$58.33}$ for the first partial month.

5. Monthly Logging Schedule

The 2.5 monthly hours (or pro-rated amount in the first month) will be logged on Upwork **within the first three (3) days of each month**.

6. Term and Minimum Commitment

This agreement requires a **minimum twelve (12) month commitment** beginning on the contract start date.

7. Uptime Commitment

The site is hosted on a managed WordPress platform that provides a **99.95% monthly uptime guarantee**, excluding excused downtime.

Excused downtime includes:

- Scheduled or planned maintenance
- Emergency maintenance required for stability or security
- Outages caused by third-party infrastructure or force majeure events
- Downtime caused by client actions or changes

The provider will maintain the hosting environment and apply updates as needed to support stable operation consistent with this uptime expectation.

8. Early Cancellation

If the client cancels before completing the 12-month minimum term, the client agrees to pay **50% of the remaining monthly hosting fees** owed for the remainder of the initial term.

Example:

If the client cancels after 4 months, 8 months remain.

$8 \times \$175 = \$1,400$ remaining.

Early cancellation fee = $\$1,400 \times 50\% = \mathbf{\$700}$.

9. Cancellation After Minimum Term

After the initial 12 months, the client may cancel at any time without penalty. Service continues through the end of the current paid month.

10. Client Responsibilities

The client agrees to provide necessary access to the site, domain registrar, relevant accounts, and any content or approvals required to perform updates. The client also agrees to avoid actions that compromise hosting stability or security.

11. Provider Responsibilities

The provider will maintain reasonable availability for support, perform routine updates, monitor site health, and manage the hosting environment with professional care. The provider will notify the client of any major issues or maintenance activities that could affect normal operation.

12. Liability

The provider is not responsible for data loss, downtime, or security incidents resulting from factors outside the provider's control, including hosting platform issues, plugin vulnerabilities, client-initiated changes, or third-party service disruptions.

13. Non-Payment

If monthly payment is not completed within Upwork's required timeframe, service may be suspended until payment is resolved.

14. Modifications

Any changes to this agreement must be made in writing and confirmed through Upwork messaging.