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# Church Website Redesign, Hosting, and Fully Managed Website Agreement

**Parties.** This Agreement is between **Busic Digital, LLC** ("Agency") and \_\_\_\_\_ ("Client").

**Purpose.** Agency will redesign and launch a new website for Client, host the website for the term of this Agreement, and provide ongoing fully managed website services during the term of this Agreement as described below.

## 1) Scope of Services

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Agency will provide the following services for Client:

- Redesign and build of Client's website
- Mobile-responsive design
- Setup of agreed core pages
- Launch of the final website
- Hosting of the website on Agency's servers during the term of this Agreement
- Ongoing website maintenance, security, and normal content update support during the term of this Agreement, subject to the scope limitations in this Agreement

This is a **fully managed website plan**. Agency is redesigning, launching, hosting, maintaining, securing, and managing the website for Client during the term of this Agreement, subject to the scope and limitations stated in this Agreement.

### 1.1 Included Pages

The website pages, page structure, and included content areas under this Agreement will be based on the scope agreed by the parties during the discovery phase.

The discovery phase may include communications and materials such as emails, written notes, intake forms, text messages, recorded or unrecorded phone calls, video meetings, shared documents, or any homepage demo, mockup, or sample provided by Agency. However, for clarity, the binding included scope will be the pages, structure, and direction that are reasonably reflected in a written record, approved demo, approved mockup, email confirmation, proposal, or other written approval between the parties.

Unless otherwise agreed in writing, the included scope covers the core pages and sections reasonably agreed during discovery for Client's website redesign, and not necessarily every page or subpage on Client's current website.

By way of example only, and not as a guaranteed or exhaustive list for every project, a typical church website scope may include pages such as:

1. Home (I'm New)
2. About
3. Sermons
4. Ministries
5. Events
6. Give
7. Plan a Visit

Typical content areas within those pages may include items such as service times, location, what to expect, kids or family information, FAQs, beliefs, leadership, mission or values, sermon archive, groups, registrations, giving information, directions, and contact questions.

If the parties later agree to materially add pages, features, functionality, or content beyond the discovery-approved scope, that work will be treated as additional work under Section 5 unless otherwise agreed in writing.

## 1.2 Fully Managed Ongoing Website Services

During the term of this Agreement, Agency will provide normal ongoing website management for Client, including reasonable routine updates such as:

- Updating service times, event details, staff information, ministry details, and similar page content
- Swapping photos, text, buttons, links, and homepage sections
- Uploading sermon links, embedded media, or similar routine content
- Making normal page edits and simple new pages
- Addressing normal website issues that arise in the ordinary course of maintaining the site

These ongoing services are intended to cover the normal website work most churches need on a recurring basis.

For purposes of this Agreement, a "simple new page" means a standard website page built using the existing website design system, styling, and available page components, and that does not require custom design exploration, custom development, advanced functionality, extensive copywriting, extensive content entry, or third-party integration work.

Client will submit update requests through Agency's designated communication channel, and Agency may rely only on requests submitted by Client's designated point of contact unless Agency agrees otherwise in writing.

Agency will perform routine update requests within a reasonable time during normal business operations. Unless otherwise agreed in writing, Agency's target turnaround for routine requests is generally within 2 to 5 business days after receiving a clear request and all required content or approvals. Target turnaround times are goals only and are not guaranteed deadlines. Complex requests, larger batches of requests, or requests requiring clarification may take longer.

Agency is not required to provide immediate, after-hours, emergency, same-day, weekend, or holiday response unless separately agreed in writing.

### 1.3 Hosting

Hosting means Agency will place the website on Agency's servers or hosting environment so the website can be viewed online during the term of this Agreement.

Hosting is included during the 12-month term of this Agreement only. Hosting and managed website services under this Agreement do not include unlimited support, unlimited edits, unlimited custom development, major redesign work after launch, third-party software costs, domain registration, or work outside the scope specifically described in this Agreement.

Unless otherwise agreed in writing, Agency will determine the hosting setup, server environment, and technical configuration used to host the website during the term.

If this Agreement ends or is terminated, hosting under this Agreement will also end unless the parties separately agree in writing to continue hosting.

### 1.4 Launch Approval and Acceptance

Client agrees to review the website and provide feedback or approval within a reasonable time after Agency requests it.

If Client does not provide requested feedback, revisions, or approval within 7 calendar days after Agency asks for approval or final review, Agency may treat the website as approved for launch or as accepted in its then-current state.

Once the website is launched, or once Client begins using the final website, the work will be considered accepted unless Client notifies Agency in writing of a material issue within 7 calendar days after launch.

Agency will address any material issue that falls within the original scope of work within a reasonable time. Requests outside the original scope will be treated as additional work.

## 2) Fully Managed Plan Terms

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- This Agreement is for a fully managed website arrangement.
- Agency will redesign, build, host, launch, maintain, secure, and manage the website as described in this Agreement.
- Client is not required to manage routine website edits internally unless Client chooses to do so through separate access provided by Agency.

- Agency will handle normal ongoing website updates requested by Client that fall within the included scope of this Agreement.
- Included ongoing work is limited to normal content changes, simple page edits, simple new pages, sermon or media updates, event updates, ministry information changes, staff updates, and similar routine website management tasks.
- Agency is not providing unlimited custom design, unlimited custom development, advanced integrations, major feature expansion, or work outside the scope expressly included in this Agreement.
- Any request outside the included scope may be billed separately at Agency's then-current rates or at a separately agreed flat fee, subject to Client approval before that work begins.

## 2.1 Included Ongoing Website Work and Exclusions

The monthly price under this Agreement includes normal ongoing website work reasonably consistent with a fully managed church website plan, such as:

- Ongoing content edits
- Page updates
- Sermon link or embedded media uploads
- Event updates
- Staff, service time, and ministry information updates
- Simple new page creation
- Routine maintenance and security tasks reasonably necessary to keep the website operating

However, the monthly price does not include:

- Major redesigns or substantial visual rework after launch
- Custom feature development
- Advanced integrations or integration reconfiguration
- Complex automation work
- Custom code requests outside normal site management
- Large content entry projects
- Full website migrations unrelated to the original launch
- Third-party software, plugin, app, media, or subscription costs
- Domain registration or domain-related third-party costs
- Work made necessary by third-party outages, third-party platform changes, or third-party licensing issues unless separately agreed

For clarity, this Agreement covers normal ongoing management of the website, but it is not an unlimited design-and-development retainer. If Client or any third party makes backend, plugin, code, design, hosting, or configuration changes without Agency's involvement, Agency is not

responsible for issues caused by those changes, and any related troubleshooting, repair, restoration, or reconfiguration work may be treated as additional work.

## 2.2 Reasonable Use of Managed Services

Client understands that the monthly price under this Agreement is intended to cover normal ongoing website management for a typical church website.

Agency will use reasonable judgment in determining whether requested work falls within the included scope. In making that determination, Agency may consider the volume, frequency, complexity, urgency, and total time required for the requested work.

If Client's requested work materially exceeds what is reasonably consistent with normal ongoing website management at this price point, Agency may:

- Schedule the work over a reasonable period of time
- Ask Client to prioritize requests
- Treat some requests as additional work subject to a separate charge
- Propose a different service arrangement better suited to Client's needs

For clarity, this Agreement is intended to provide a fully managed church website service, but it is not an unlimited on-demand design, development, or webmaster retainer.

## 3) Pricing and Term

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- Client agrees to pay **\$97.00 per month for 12 months**
- Total minimum Agreement value: **\$1,164.00**, subject to any prorated first payment as described below
- This Agreement begins on the date signed and continues for **12 months**
- After the initial prorated payment, all recurring monthly payments will be due on the **1st day of each month**

### 3.1 Payment Terms

- If this Agreement is signed on a date other than the 1st of the month, the first payment will be **prorated** based on the number of days remaining in that calendar month
- The prorated amount will be calculated by dividing the monthly rate by the number of days in that month, then multiplying by the number of days remaining in the month, including the date of signing
- Beginning on the **1st day of the following month**, Client will be charged the regular monthly rate of **\$97**
- Monthly payments will continue on the **1st of each month** thereafter until the full 12-month term has been completed
- ACH is preferred
- Credit/debit cards may be accepted; if Agency chooses to charge card processing fees, those fees will be disclosed in advance

### 3.2 Example of Proration

If this Agreement is signed on the 15th of a 30-day month, and the date of signing is included in the prorated period, the first payment would be calculated using 16 billable days remaining in that month. The next full payment of \$97 would then be due on the 1st of the following month.

### 3.3 Late Payments

If any payment is not made when due, Agency may pause work, delay launch, suspend access to services, or suspend hosting-related services until the balance is brought current.

If any amount remains unpaid for more than 7 calendar days after its due date, Agency may suspend performance without liability for resulting delays, downtime, or project interruption.

Client remains responsible for all amounts due under this Agreement during any period of suspension caused by nonpayment.

Agency may require any overdue balance to be paid in full before resuming work or restoring suspended services.

### 3.4 Minimum Commitment

Because Agency is providing the redesign, build, launch, and hosting work under this pricing structure, Client understands and agrees that this is a 12-month minimum commitment.

If Client cancels before the end of the 12-month term, Client remains responsible for the unpaid balance of the minimum term, subject to applicable law. Agency may invoice that remaining balance immediately or according to a reasonable payment schedule determined by Agency.

Agency's decision to allow a payment arrangement, delay collection, or accept partial payment will not waive Agency's right to collect the remaining amount due.

## 4) Client Responsibilities

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Client agrees to:

- Provide timely access to its current website, domain, hosting, and other necessary accounts
- Provide logos, images, written content, and other materials reasonably needed for the project
- Review drafts and provide feedback in a timely manner
- Designate one primary point of contact for approvals and communication
- Ensure it has the right to use all materials it gives Agency
- Maintain a valid payment method and keep billing information current
- Submit requests, approvals, and project communications through Agency's designated communication channel and through Client's designated primary point of contact unless otherwise agreed in writing

Delays in receiving content, approvals, or account access may delay the project timeline.

Client agrees that Agency may rely on instructions, approvals, and feedback from Client's designated primary point of contact as binding on Client for purposes of scope, content, and launch decisions.

#### 4.1 Delays and Inactive Projects

Client understands that Agency's ability to complete the project depends on timely access, content, approvals, and communication from Client.

If Client delays providing needed materials, approvals, or access, Agency may adjust the timeline accordingly.

If Client becomes unresponsive for 30 calendar days or more during the build process, Agency may treat the project as inactive, pause work, and reschedule the project based on availability once Client responds.

If a project remains inactive for an extended period, Agency may require a revised timeline, updated scope, or new agreement before resuming work.

#### 4.2 Request Submission and Approvals

Client will designate one primary point of contact for update requests, approvals, and other website communications.

Unless otherwise agreed in writing, Agency may rely on instructions, approvals, feedback, and change requests from that designated contact as binding on Client.

Client agrees to submit requests in a reasonably clear manner and to provide any needed content, links, images, dates, approvals, or other materials necessary for Agency to complete the request.

If Agency must pause work because Client has not supplied required information, content, access, or approval, Agency may resume the request once those items are provided, subject to Agency's then-current workload and scheduling.

### 5) Changes and Additional Work

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Reasonable revisions that are consistent with the original agreed direction are part of the normal website process. However, any of the following may require a separate estimate, revised timeline, and written approval before Agency continues:

- Major direction changes
- Substantial new requests
- Added pages
- Added features
- Extensive rewriting
- Replacing previously approved content
- Changes requested after approval or launch
- Work caused by delays, missing information, or changed instructions from Client
- Migration, offboarding, or transfer work not specifically included in this Agreement

- Requests that exceed normal ongoing website management or reasonably included monthly support
- Requests requiring expedited turnaround, weekend work, holiday work, or unusually urgent handling

Agency will have no obligation to perform additional work until the parties agree in writing on the scope and cost of that work.

For clarity, the “original agreed direction” means the scope, page structure, and website direction approved during the discovery phase and reflected in the parties’ written communications, approved demo, approved mockup, proposal, or other written approval.

## 6) Content, Written Materials, and Third-Party Assets

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Unless separately agreed, Client will provide the written content, photos, logo files, and other materials used on the website.

Client represents that it owns, or has permission to use, all text, photos, logos, media, and materials it supplies to Agency.

Any third-party costs are not included unless specifically stated otherwise, including but not limited to:

- Premium plugins
- Paid themes
- Stock images
- Premium fonts
- Domain registration
- Outside software subscriptions
- Third-party integrations

## 7) Browser, Device, and Technical Standards

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Agency will build the website to work reasonably well on current major browsers and modern mobile devices.

Agency does not guarantee identical display or performance across every browser, operating system, or device, especially outdated systems, unless separately agreed in writing.

### 7.1 Third-Party Services and Platform Changes

Client understands that websites may rely on third-party services, platforms, plugins, themes, hosting infrastructure, registrars, integrations, and software providers.

Agency is not responsible for outages, pricing changes, discontinued features, licensing changes, security issues, compatibility issues, policy changes, or other problems caused by third-party providers.

If third-party changes create a need for additional work, that work is outside the original scope unless otherwise agreed in writing.

## 8) Ownership and Intellectual Property

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Client guarantees that the materials it provides do not infringe on the rights of others.

Upon full payment of all amounts due under this Agreement:

- Client will own the final website content and the final website deliverables specifically created for Client under this Agreement, excluding third-party items and Agency's pre-existing materials
- Agency will retain ownership of its internal methods, know-how, processes, reusable frameworks, templates, systems, code libraries, design systems, and any pre-existing materials used to complete the work
- Third-party software, licenses, themes, plugins, fonts, tools, and platforms remain owned by their respective providers and are subject to their own license terms

If Client requests transfer of the website to a different hosting provider or environment, any migration, export, handoff, or offboarding assistance is not included unless separately agreed in writing.

Agency is not required to release, migrate, or transfer any website until all outstanding balances under this Agreement have been paid in full.

Upon full payment of all amounts due through the end of the applicable term, Client may request a reasonable website handoff or export of the final website content and deliverables, excluding Agency's proprietary systems, internal tooling, and third-party items that are not transferable. Any migration, transfer, reinstallation, or offboarding assistance is not included in the monthly price and may be billed separately.

Any handoff, migration, export, training, or offboarding assistance will be scheduled based on Agency's availability and may require payment in full of all outstanding amounts before that work begins.

## 9) Portfolio Rights

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Unless Client requests otherwise in writing, Agency may display the completed website, Client's name, and general project details in Agency's portfolio, website, social media, and other marketing materials.

## 10) No Guarantee of Outcomes

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Agency agrees to perform the services professionally and in good faith. However, Client understands that Agency does not guarantee any specific result or outcome from the website or related services, including increased attendance, increased traffic, increased donations, improved search rankings, more leads, or any other ministry or business result.

## 11) Cancellation / Pause

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Client may request cancellation in writing.

On cancellation or pause:

- Client remains responsible for all unpaid amounts due through the effective cancellation date
- If cancellation occurs before the end of the 12-month minimum term, the remaining unpaid minimum-term balance will remain due, subject to applicable law.
- Agency may pause work, delay launch, remove access to non-public work product, or suspend hosting if invoices remain unpaid
- If Client becomes unresponsive for more than 30 days, Agency may treat the project as paused, inactive, or abandoned and may require a revised timeline, updated pricing, or a new agreement before resuming
- If this Agreement ends, Agency will have no continuing obligation to host, maintain, secure, update, support, or store the website or related files unless the parties separately agree in writing

Cancellation or pause does not transfer ownership of any work for which Agency has not been fully paid.

Agency is not required to retain website files, backups, or related materials for any minimum period after termination unless otherwise agreed in writing.

### 11.1 Offboarding and Transfer Assistance

If Client requests that the website be transferred to another host, provider, or administrator, Agency may offer transfer or handoff assistance for an additional fee.

Agency does not guarantee compatibility with third-party hosting environments, third-party plugin setups, or third-party technical requirements outside Agency's hosting environment.

Client is responsible for any third-party fees, migration costs, new hosting costs, domain changes, or setup costs related to any transfer.

Agency may require that all outstanding balances, including any remaining minimum-term amounts then due, be paid in full before beginning offboarding, migration, export, or transfer assistance.

## 12) Limitation of Liability

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Agency will use reasonable care and professional judgment in performing the work.

Except where prohibited by law:

- Agency's total liability under this Agreement will not exceed the total amount actually paid by Client under this Agreement
- Agency will not be liable for indirect, incidental, consequential, special, exemplary, or lost-profit damages

- Agency will not be liable for downtime, data loss, hacking, malware, plugin conflicts, third-party outages, domain issues, email issues, hosting interruptions, or other losses caused by third-party services, Client actions, or events outside Agency's reasonable control

Client understands that no website, hosting environment, or third-party platform can be guaranteed to be uninterrupted, error-free, or completely secure.

### 12.1 Disclaimer of Warranties

Except as expressly stated in this Agreement, Agency provides the services and hosting arrangement on an "as is" and "as available" basis.

Agency disclaims all implied warranties to the fullest extent permitted by law, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Agency does not warrant that the website will be uninterrupted, error-free, fully secure, or compatible with every browser, device, integration, plugin, or third-party system.

## 13) Miscellaneous

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- Agency may use subcontractors, employees, or service providers to perform portions of the work, provided Agency remains responsible for the services under this Agreement
- This Agreement is the entire agreement between the parties regarding this project
- Any amendment must be in writing; email is sufficient
- If any provision is unenforceable, the remaining provisions will remain in effect
- Governing law: **Montana**
- Venue: **Flathead County, Montana**



## 14) Signatures

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Agency:

Date:

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Client:

Date:

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Name & Title:

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## Payment Authorization

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Client agrees to keep a valid payment method on file and authorizes Agency to charge the prorated initial payment, recurring monthly payments due under this Agreement, and any additional charges separately approved by Client in writing.

Payment details will be collected separately through Agency's invoice or secure payment system after this Agreement is signed.

If Client's payment information changes during the term of this Agreement, Client agrees to promptly provide updated payment information upon request.