

AERODEV

AERODEV, LLC WEBSITE DESIGN AGREEMENT

Between: Aerodev, LLC (“we,” “our,” “us”)

And: The Client (“you,” “your”)

By checking the acknowledgment box or providing your digital signature, you confirm that you have read, understood, and agree to all terms of this Agreement.

1. SERVICES

We will perform the services outlined in the approved Scope of Work and Work Plan, following the agreed milestones and timeline.

2. PROPOSAL VALIDITY

Our proposal and pricing remain valid for 14 days from submission. After that period, terms and pricing may be updated and reissued.

3. COMPENSATION

Fees: You agree to pay the project fees listed in the proposal, including applicable taxes.

Expenses: You agree to reimburse Aerodev, LLC for approved out-of-pocket expenses such as:

- Travel, lodging, or mileage at \$0.50 per mile (outside normal commuting)
- Stock photography, art licensing, fonts, or software required for the project
- Third-party tools or integrations approved by you in writing

Additional Costs: Our fees cover design and development services only. Costs for website hosting, premium plugins, third-party apps, domains, or advertising are billed separately.

Hosting & Transfer: We will initially design and host the site on Aerodev’s Wix account. After you approve the final design and purchase your own annual Wix hosting plan and domain, the website will be transferred to your Wix account. If your domain is purchased elsewhere, we’ll need access to your registrar account to connect it properly.

4. PAYMENT TERMS

Full payment is due before design begins unless otherwise stated in the proposal. If invoices are overdue, we may pause work or withhold delivery until payment is received.

5. REFUNDS & CANCELLATIONS

Because time and creative resources are invested immediately upon payment, **all payments are non-refundable once the project has been initiated.**

Project initiation begins when Aerodev, LLC receives full payment and begins any preparatory or creative work, such as scheduling, concept planning, file setup, or design development.

If the Client chooses to cancel after this point, no refunds will be issued, and Aerodev is under no obligation to deliver incomplete work. Aerodev reserves the right, at its sole discretion, to provide a partial refund in exceptional circumstances.

6. CHANGES TO PROJECT SCOPE

Change Orders: Requests to alter the Scope of Work must be submitted in writing. We'll respond within two business days with any revised pricing, timelines, or terms.

Major Changes: Requests requiring 50% or more additional work will require a new proposal and written approval.

Minor Changes: Minor adjustments will be billed at our hourly rate in addition to the original project cost.

Acceptance: You'll have three (3) business days to accept or decline revised proposals.

7. REVISIONS

Your project includes up to **five (5) rounds of reasonable design revisions**. Additional revisions or new creative requests beyond this limit will be billed at our hourly rate.

8. DELAYS

Designer Delays: We'll make every reasonable effort to meet deadlines. If delays occur, we'll notify you promptly.

Client Delays: Timely feedback, approvals, and content are required. Client delays extend delivery deadlines on a day-for-day basis.

Force Majeure: Neither party is liable for delays caused by events beyond reasonable control, including natural disasters, power outages, pandemics, or acts of government.

9. EVALUATION & ACCEPTANCE

We will test and review deliverables before delivery. You agree to review promptly and report any issues prior to final approval. Changes requested after final approval may incur additional fees.

10. CLIENT RESPONSIBILITIES

You agree to:

- Provide all text, images, and content in usable form.
- Ensure content is accurate and properly licensed.
- Review and proofread all deliverables before final approval.
- Respond to communication and approvals in a timely manner.

You are responsible for obtaining all necessary permissions or rights for all materials provided.

11. ACCREDITATION & PROMOTION

We may include a small "Website by Aerodev" credit in the footer of your website. We may display the completed project in our portfolio, website, or marketing materials unless otherwise agreed in writing.

12. CONFIDENTIALITY

Both parties agree to keep all project-related information confidential. This does not apply to information already public, independently developed, or lawfully obtained from third parties.

13. RELATIONSHIP OF THE PARTIES

Aerodev, LLC is an independent contractor. Nothing in this Agreement creates an employment, partnership, or joint-venture relationship. We may use trusted subcontractors but remain responsible for their work.

14. ADA, LEGAL & PRIVACY DISCLAIMERS

- **ADA Compliance:** We strive for accessible design but do not guarantee compliance with ADA, WCAG, or similar standards unless specifically contracted.
 - **Privacy Policies & Legal Content:** We do not provide or maintain privacy policies, cookie banners, or legal disclaimers. You are solely responsible for ensuring your website complies with applicable laws (GDPR, CCPA, COPPA, etc.).
 - **Third-Party Tools & Plugins:** We are not responsible for data handling, performance, or compliance of any third-party apps, integrations, or plugins. We are also not responsible if such tools are upgraded, discontinued, or change functionality after launch.
 - **Content Accuracy:** You are responsible for ensuring that all information on your website is accurate, lawful, and up-to-date.
-

15. POST-LAUNCH SUPPORT

After the website is transferred to your Wix account, Aerodev's responsibility for maintenance or updates ends unless a separate maintenance plan is purchased.

We are not liable for:

- Changes made by you or third parties
- Hosting or domain issues
- Downtime, data loss, or plugin conflicts after transfer

16. RIGHTS TO DELIVERABLES

Client Content: You retain ownership of all materials you provide.

Final Website: Upon full payment, you receive a non-exclusive, perpetual license to use the completed website for your business.

Designer Tools: Proprietary design systems, templates, or code remain Aerodev's property.

Credit: We retain the right to showcase the project in our portfolio or marketing.

17. TERMINATION

Either party may terminate with written notice if the other materially breaches this Agreement. Upon termination, you agree to pay for all work completed and any non-refundable expenses. Confidentiality obligations survive termination.

18. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Aerodev, LLC is not liable for indirect, incidental, or consequential damages, including loss of profits, data, or business reputation.

Our total liability shall not exceed the amount paid for the specific project under this Agreement.

19. DISPUTE RESOLUTION

We aim to resolve disputes amicably. If necessary, both parties agree to binding arbitration in Waukesha County, Wisconsin, under Wisconsin law.

20. COMMUNICATION

Timely communication is essential. If the Client is unresponsive for more than 30 days, the project may be paused and subject to a restart fee.

21. ENTIRE AGREEMENT

This Agreement, along with the accompanying proposal, represents the entire understanding between Aerodev, LLC and the Client. Any changes must be made in writing and agreed upon by both parties.

ACKNOWLEDGMENT & SIGNATURE

By checking the acknowledgment box or signing electronically, you confirm that you have read and agree to the terms of this Agreement with **Aerodev, LLC**.

AERODEV, LLC WEBSITE DESIGN AGREEMENT

Last Updated: November 5, 2025

hello@aerodevllc.com | 262-361-3739 | www.aerodevllc.com