

Website Services Agreement

Lone Star Web Company

Provider: Lone Star Web Company, a sole proprietorship of Jackson McClain ("we," "us," "our")

Contact: (402) 512-1775 · hellolonestarweb@gmail.com **Last updated:** September 25, 2026

Client legal name: ____ **Business name (if different):** ____ **Email:** ____ **Phone:** ____ **Business address:** ____ **Date:** ____

This agreement ("Agreement") sets the terms for website design, build, and care plan services. By signing (including electronically) or by paying the build fee, you agree to these terms.

1. Services

1.1 Website build (one-time fee). We will design and build a custom, mobile-friendly website for your business, including your branding, content, photos, contact information, and standard contact/call/text functionality.

- Founding client price: **\$100** (regularly \$299). Available only while founding spots remain and only with an active care plan (Section 2).
- Standard price: **\$299**.

1.2 Website care plan (\$99/month). While your subscription is active, the care plan covers routine maintenance to your existing pages: photos, hours, text, services, menus, links, contact information, and similar small edits. Routine updates are normally completed within 2 business days. The plan also includes technical maintenance, monitoring, and security updates, plus direct support by call, text, or email during reasonable business hours. Larger redesigns, new pages, integrations, or custom functionality are scheduled on their own timeline, agreed in writing before work begins.

1.3 What's not included. Unless separately quoted in writing: new pages, major redesigns, large content additions, logo design, copywriting, photography, video production, e-commerce setup, booking systems, custom web applications or functionality, SEO services or ranking guarantees, advertising or marketing services, social media management, and any third-party

fees (domain registration, premium plugins, stock media).

2. Founding client terms

The \$100 founding price is a discounted rate offered in exchange for a care plan commitment. If you cancel the care plan within the first **6 months**, the remaining discount of **\$199** (the difference between the \$299 standard price and the \$100 founding price) becomes immediately due. After 6 months of continuous care plan payments, no additional amount is owed for the build.

The founding discount applies only to the one-time build fee. The \$99/month care plan — its price, scope, and terms — is identical for founding clients and all other clients.

3. Payment

3.1 Build fee. Due in full before work begins. Non-refundable once work has started.

3.2 Care plan. Billed monthly at \$99/month, starting the day you subscribe. It renews automatically each month until cancelled. You authorize us to charge your payment method on file each month until cancellation.

3.3 Failed payments. If a monthly payment fails, we will notify you and retry. If payment is not received within 14 days, we may suspend updates, maintenance, and support until the account is current. Suspension does not cancel the subscription or stop billing.

3.4 Price changes. We may change the care plan price with at least 30 days' written notice. The new price applies from your next billing period after the notice period. You may cancel before the change takes effect.

3.5 Taxes. You are responsible for any applicable sales or use taxes.

4. Revisions

The build includes up to **two rounds of revisions** after the initial draft is presented. Additional revisions, redesigns, or scope changes are billed at **\$75/hour** (minimum 1 hour), quoted and approved by you before work begins.

5. Client responsibilities

- Provide your logo, photos, text content, and business information promptly and in usable formats.
- Designate one point of contact for feedback and approvals.
- Ensure all materials you provide are accurate and that you own or are licensed to use them (see Section 9).
- Review deliverables promptly. Delays in providing content or feedback extend the timeline day-for-day and are not our responsibility.

6. Timeline

Most sites launch within 2–3 weeks of receiving all client content. Timelines are good-faith estimates, not guarantees. Larger or more complex sites are quoted and scheduled separately in writing.

7. Term, cancellation, and termination

7.1 Care plan cancellation by you. Cancel anytime by contacting us (call, text, or email). Cancellation takes effect at the end of the current billing period. No partial-month refunds.

7.2 Termination for cause. Either party may terminate with 14 days' written notice if the other materially breaches this Agreement and fails to cure within that period. We may terminate immediately for non-payment (after the 14-day cure in Section 3.3) or for illegal use of the site.

7.3 Effect of termination. Upon termination or cancellation, updates, maintenance, and support stop at the end of the paid billing period. Your domain and hosting account stay in your name, and your website stays in your hosting account — you retain your website files, domain, and hosting account as described in Section 8. Any amounts owed (including under Section 2) remain due.

8. Ownership and intellectual property

8.1 Your property. Once the build fee is paid in full, you own your website's content, text, images, branding, and the finished site files.

8.2 Our property. We retain ownership of our general tools, methods, know-how, and any pre-existing code libraries used across client projects. Nothing in this Agreement transfers those rights.

8.3 Portfolio. We may display your site in our portfolio and marketing unless you opt out in writing.

8.4 Your materials. You represent that all content you provide is owned by you or properly licensed, and does not infringe any third party's rights.

9. Indemnification

You agree to indemnify, defend, and hold us harmless from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from: (a) content or materials you provided; (b) your use of the website in violation of law; or (c) your breach of this Agreement.

10. Warranties and disclaimers

10.1 We warrant the site will be built professionally and function as described at launch.

10.2 EXCEPT AS STATED ABOVE, SERVICES ARE PROVIDED "AS IS." WE MAKE NO GUARANTEES REGARDING BUSINESS RESULTS, SALES, TRAFFIC, SEARCH RANKINGS, OR LEADS. We are not responsible for third-party services (hosting providers, domain registrars, payment processors, internet outages) or for issues caused by changes you or third parties make to the site after launch.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (a) OUR TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS YOU PAID US IN THE **12 MONTHS** BEFORE THE CLAIM AROSE; (b) WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST BUSINESS,

EVEN IF ADVISED OF THE POSSIBILITY.

12. Acceptable use

You will not use the website for unlawful purposes, spam, phishing, or content that infringes others' rights. Violation is grounds for immediate termination under Section 7.2.

13. Confidentiality

Each party will keep the other's non-public business information confidential and not disclose it except as needed to perform this Agreement or as required by law.

14. Force majeure

Neither party is liable for delays or failures caused by events beyond reasonable control (natural disasters, outages, government actions, etc.).

15. Dispute resolution

15.1 Before filing suit, the parties will attempt to resolve disputes through good-faith negotiation for 30 days, then non-binding mediation in Williamson County, Texas, if negotiation fails.

15.2 If litigation results, the prevailing party is entitled to recover reasonable attorney's fees and costs.

15.3 This Agreement is governed by Texas law. Exclusive venue for any action is state or federal court in Williamson County, Texas. You consent to personal jurisdiction there.

16. General

16.1 Entire agreement. This is the entire agreement between the parties regarding these services and supersedes prior discussions. Marketing materials and website copy do not modify these terms.

16.2 Amendments. Changes must be in writing and signed by both parties.

16.3 Severability. If any provision is found unenforceable, the rest remain in effect, and the provision will be reformed to the minimum extent necessary.

16.4 Assignment. You may not assign this Agreement without our written consent. We may assign it in connection with a sale of the business.

16.5 Notices. Notices to us: hellolonestarweb@gmail.com or (402) 512-1775. Notices to you: the email/phone above.

16.6 No waiver. Failure to enforce a provision is not a waiver of the right to enforce it later.

16.7 Electronic signatures. Electronic signatures and records are binding to the fullest extent permitted by law.

Agreed and accepted:

Lone Star Web Company (Jackson McClain): ____ **Date:** ____

Client (print name): _____

Client signature: ____ **Date:** ____

Drafted without an attorney. Having a Texas-licensed attorney review this before use with paying clients is strongly recommended.