

WEBSITE REBUILD & MAINTENANCE AGREEMENT

Effective Date: _____

This Website Rebuild & Maintenance Agreement ("Agreement") is between:

CLIENT

Legal company name

State: _____ Entity type: _____

Address: _____

Notice email: _____

("Client")

and

PROVIDER

Nathan Stockbridge, an individual sole proprietor

Address: _____

Notice email: _____

("Provider")

Client and Provider may each be called a "Party" and together the "Parties." The Parties have an established professional relationship and intend to work together in good faith. This Agreement records what each Party is committing to so the project stays clear, collaborative, and productive.

1. COVERED WEBSITES

This Agreement covers:

- **iCore / Inspecticore** — inspecticore.com
- **Gotham / A Brooklyn Home Inspection** — abrooklynhomeinspection.com
- **eCore / Extermicore** — extermicore.com

Together, these are the "Covered Sites."

2. REBUILD SERVICES

For the one-time project fee, Provider will rebuild the Covered Sites on a modern, low-maintenance website stack. The anticipated stack is Astro, Tailwind CSS, Git version control, a Git-based content management system, and Cloudflare hosting. Provider may use comparable tools when they are a better fit and do not materially reduce the promised functionality.

The rebuild includes:

- Responsive design for desktop, tablet, and mobile
- A consistent design and component system for each brand
- Cloudflare hosting setup and DNS migration assistance
- Private staging links for Client review before launch

- Redesign and rewriting of the agreed core, service, location, and key landing pages, targeting approximately 70 primary pages across the three sites
- Reasonable migration of existing blog posts, educational content, images, metadata, and downloadable materials selected for preservation
- Use of existing websites, marketing materials, interviews, transcripts, prior advertisements, and other Client-approved materials as source content
- A redirect and migration plan for the estimated 759 legacy URLs across the three sites
- Preservation or reconnection of existing call tracking, dynamic number insertion, scheduling links, forms, analytics, conversion tracking, reviews, payment links, translation tools, and other identified integrations where technically practical
- Canonical URLs, XML sitemaps, indexing controls, structured data, internal linking, crawler-access checks, and other foundational search and AI-visibility work
- Thirty days of post-launch monitoring for each site

The page and URL counts are good-faith planning estimates. Reusable templates may be used for related services, locations, articles, and repeatable page types. Duplicate, obsolete, low-value, or technically generated URLs may be consolidated, redirected, or retired after available sitemap, analytics, Search Console, and website data are reviewed.

Provider will review AI-assisted copy and code before publication or production use. Client will have the opportunity to confirm company facts, offers, claims, guarantees, service details, and other business-specific information before launch.

3. PROJECT TIMELINE AND COLLABORATION

Provider expects the three-site rebuild to take approximately 30 to 90 calendar days after this Agreement is signed, the initial payment is received, and the primary access and information needed to begin have been provided. Because of the number of sites, content volume, integrations, and legacy URLs, the project may reasonably take closer to 90 days.

This is a target window rather than a guaranteed completion date. Client delays, missing access, third-party issues, newly discovered migration requirements, material scope changes, or events outside Provider's reasonable control may extend the schedule. Provider will communicate material changes to the expected timeline.

Client will provide timely access to relevant domains, DNS, WordPress, hosting, analytics, Search Console, call tracking, forms, scheduling systems, reviews, and other needed accounts. Client will also designate one primary point of contact for approvals and consolidated feedback.

If required information, access, or feedback is delayed for more than 10 business days after a written request, Provider may pause and reschedule the project based on current availability. A Client-caused pause does not create a refund right.

4. DESIGN REVIEW, STAGING, AND ACCEPTANCE

Provider will first create a representative design showing the overall visual direction, page structure, navigation, colors, typography, calls to action, and key mobile behavior. Client and Provider will work together to refine and approve that direction before it is applied throughout the remaining pages.

Reasonable revisions and refinements are included. Once the overall design direction is approved in writing, it will serve as the foundation for the full rebuild. A later request to replace the approved direction with a substantially different design, navigation structure, branding system, or page architecture may require a separate quote.

Each Covered Site will be presented on a private staging or preview link before launch. Client will review the site and provide written approval or one consolidated list of material issues. Client will use reasonable efforts to respond within seven business days.

A site will be considered ready to launch when it materially follows the approved design and the primary phone calls to action, scheduling links, contact forms, mobile navigation, priority redirects, and agreed tracking systems are functioning. Provider will correct material in-scope defects, broken links introduced by Provider, factual implementation errors, and significant mobile-display problems without additional charge.

If Client does not respond within seven business days, Provider may send a written reminder. If there is no response within seven additional business days, the site may be treated as accepted so long as it materially meets the agreed scope.

5. ONGOING MAINTENANCE AND SUPPORT

After all three Covered Sites are live and accepted, Client will pay **\$359** per month for ongoing hosting, maintenance, and content support.

Monthly maintenance includes:

- Cloudflare or comparable hosting and deployment management
- Uptime monitoring, backups, and reasonable security or dependency updates
- Bug fixes and routine deployment maintenance
- Periodic crawler, schema, redirect, and website-health checks
- Reasonable support for existing forms, tracking, scheduling links, and integrations
- Minor copy, image, link, offer, staff, service, location, and business-information updates
- Up to approximately four hours per month of routine website support across the Covered Sites (roughly one hour per week)
- The monthly article described in Section 6
- Response to ordinary support requests within two business days and commercially reasonable same-day attention to site-down emergencies

Maintenance time may be used throughout the month according to the nature and priority of Client's requests. Minor unused time does not create a cash credit or refund, but Provider may use reasonable flexibility when work falls near the end of a month.

Maintenance does not include a major redesign, a new custom application, a customer or employee portal, e-commerce, extensive new page development, a large content migration, or another substantial addition. If a request is materially beyond routine maintenance, Provider will discuss it with Client and agree on any additional cost before beginning the work.

6. MONTHLY ARTICLES

While monthly maintenance remains active and payments are current, Provider will create and publish approximately one SEO-focused article per month across the Covered Sites, up to a total of 50 published articles under this Agreement.

Article topics and brand allocation will be mutually agreed and may include home inspection, pest control, homeownership, home buying or selling, seasonal concerns, local-service questions, and frequently asked customer questions.

Provider may use AI-assisted research and drafting, existing website content, company materials, prior marketing copy, interviews, and Client-approved transcripts to help produce the articles. Provider will review and edit each article before publication to maintain the company's voice, improve usefulness, and avoid unsupported claims.

Publishing dates may vary based on seasonality, Client feedback, business priorities, or topic readiness. If an article is delayed, Provider may publish it in a later month. The article commitment ends when 50 articles have been published or when monthly maintenance ends, whichever occurs first. After the 50 included articles are published, additional articles may be quoted separately.

7. PRICING AND PAYMENT

The one-time rebuild fee for all three Covered Sites is **\$1,799**, due at signing.

The initial fee covers project reservation, discovery, audits, planning, design, development, content work, migration preparation, setup, and the rebuild services described in this Agreement. The initial fee is nonrefundable except where the Parties agree otherwise in writing.

The monthly maintenance fee is **\$359**. It begins in the calendar month following the month in which the third Covered Site is live and accepted or deemed accepted. Monthly invoices are due upon receipt unless the invoice states otherwise.

Payment method: _____
ACH / check / credit card / invoice link / other

If an invoice is more than 15 calendar days overdue, Provider may pause development, maintenance, support, hosting administration, or article production after giving written notice. Provider is not responsible for delays caused by a payment-related pause.

Third-party costs are not included unless specifically stated. Examples include domain fees, premium hosting plans, stock photography, paid APIs, call-tracking services, email or SMS services, scheduling systems, review widgets, translation subscriptions, advertising, and other paid software. Provider will obtain Client approval before intentionally purchasing a material third-party service on Client's behalf. Whenever practical, Client will directly own and control business-critical third-party accounts.

8. AI TOOLS, AUTOMATION, AND SUBCONTRACTORS

Provider may use generative AI systems, coding assistants, automation, testing tools, scripts, and trusted employees or subcontractors to perform portions of the work. Provider remains responsible for coordinating and reviewing the final deliverables.

Provider will use reasonable privacy precautions and will not knowingly submit passwords, private keys, payment-card information, banking information, sensitive customer records, or similarly sensitive credentials to public generative AI systems.

Anyone receiving access to nonpublic Client information or project source code will be expected to follow confidentiality and intellectual-property obligations reasonably protective of Client.

9. OWNERSHIP, REPOSITORY ACCESS, AND HANDOFF

Client retains ownership of its domains, trademarks, logos, brand assets, existing content, photographs, videos, customer data, business records, and other materials it supplies.

After the initial project fee is paid, Client owns the final brand-specific website layouts, approved copy, content files, configuration, structured data, design assets, and production source code created specifically for the Covered Sites.

The website source code will be maintained in one or more shared Git repositories. Client and Provider will each have appropriate administrative access. Neither Party will intentionally remove the other's access while Provider remains responsible for active development or maintenance, except when reasonably necessary to address a security issue or after the Agreement ends.

Provider retains ownership of pre-existing and reusable tools, prompts, workflows, generalized templates, migration scripts, audit tools, automation, libraries, methods, and general-purpose components. Client receives a perpetual, royalty-free right to use, host, modify, and maintain any such materials incorporated into the final Covered Sites.

Open-source and third-party materials remain subject to their applicable licenses.

When the Agreement ends and amounts properly due have been paid, Provider will preserve or provide Client's access to the current repositories, available website source code, Client-controlled hosting and domain credentials, redirect configuration, content files, and reasonable deployment or handoff notes. Provider is not required to transfer personal subscriptions, unrelated repositories, private AI systems, or reusable tools that are not necessary to operate the Covered Sites.

10. CONFIDENTIALITY, CLIENT APPROVALS, AND PUBLIC WORK

Each Party will use reasonable care to protect the other's nonpublic business, technical, financial, customer, and strategic information and will use it only for work related to this Agreement. This obligation does not apply to information that is already public, lawfully known, independently developed, or required to be disclosed by law.

Client is responsible for final approval of company-specific claims, service descriptions, guarantees, offers, pricing, certifications, testimonials, statistics, inspection counts, pest-control claims, health-related statements, privacy language, consent language, and other regulated or business-specific statements. Provider may recommend edits or decline to publish material reasonably believed to be false, misleading, infringing, unsafe, or unlawful.

Client represents that it has the right to use materials it supplies, including logos, images, testimonials, copy, videos, trademarks, and customer statements.

After a Covered Site is publicly launched, Provider may identify Client as a client, link to the public sites, use public screenshots, and describe the general nature of the work in a portfolio, proposal, case study, resume, or professional profile. Provider will not disclose private analytics, credentials, customer data, or other confidential information without Client's written approval.

11. RESULTS, THIRD PARTIES, AND LIABILITY

Provider will perform the services in good faith and use commercially reasonable efforts to improve website performance, preserve search value, and strengthen search and AI visibility. Provider does not guarantee specific rankings, traffic, leads, sales, revenue, conversion rates, AI recommendations, AI citations, uninterrupted indexing, or uninterrupted operation of third-party services.

Search engines, AI platforms, browsers, hosting providers, analytics companies, call-tracking services, scheduling services, and other third parties may change their systems or results without notice. Provider is not responsible for failures, pricing changes, restrictions, outages, or discontinued services controlled by those third parties.

Neither Party will be liable to the other for indirect, incidental, special, punitive, or consequential damages. Provider will not be liable for lost profits, lost revenue, lost rankings, lost traffic, lost leads, reputational harm, or business interruption.

Provider's total aggregate liability arising from this Agreement will not exceed the total fees Client paid Provider during the three months immediately preceding the event giving rise to the claim. These limitations do not apply to intentional misconduct and survive the end of the Agreement.

12. TERM AND CANCELLATION

This Agreement begins on the Effective Date. The rebuild continues until completed or ended under this section. Maintenance is month-to-month after it begins.

Either Party may end this Agreement, including unfinished rebuild work or ongoing maintenance, with 30 calendar days' written notice.

If the Agreement ends during the rebuild:

- The initial \$1,799 payment remains nonrefundable.
- Client keeps access to the Client-specific work completed or substantially completed through the termination date.
- Provider will make reasonable efforts to leave project materials in a usable and transferable condition.
- Provider is not required to complete work scheduled after the termination date.

If the Agreement ends during maintenance, maintenance continues through the 30-day notice period unless the Parties agree otherwise. Client remains responsible for fees through that period. Hosting, support, article production, and other maintenance services end on the effective termination date, and unused article capacity or maintenance time expires.

Either Party may end the Agreement sooner if the other Party materially breaches it and does not correct the breach within 10 business days after written notice. Provider may immediately pause work when reasonably necessary to address nonpayment, unauthorized access, a security risk, an unlawful request, abusive conduct, or a condition likely to damage a Covered Site or third-party account.

13. GENERAL TERMS

Provider is an independent contractor and sole proprietor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, franchise, or authority for either Party to bind the other.

Before filing a lawsuit relating to this Agreement, the Parties will first make a good-faith effort to resolve the issue through direct discussion, unless immediate action is reasonably necessary to protect confidential information, intellectual property, account access, security, or continued website operation.

This Agreement is governed by the laws of the State of Michigan. Any legal proceeding will be brought in a court with jurisdiction in _____ County, Michigan.

Neither Party is responsible for delay caused by events outside its reasonable control, including serious illness, severe weather, cyberattack, widespread utility or internet outage, or material failure of a third-party platform or infrastructure provider.

This Agreement is the complete agreement concerning the Covered Sites and replaces earlier discussions or messages about the same work. Technical plans, audits, mockups, and implementation notes guide the work but do not create additional guarantees unless they are expressly incorporated in writing.

Changes to pricing, ownership, termination rights, or liability must be approved by both Parties in writing. Ordinary project approvals, feedback, and scope clarifications may be confirmed by email, text message, or the project-management channel normally used by the Parties.

If one provision of this Agreement is unenforceable, the rest remains effective. A Party's decision not to enforce a provision once does not waive the right to enforce it later. Electronic and scanned signatures are acceptable, and the Parties may sign separate copies that together form one Agreement.

SIGNATURES

By signing below, each Party confirms that it has read, understood, and agreed to this Agreement. The person signing for Client confirms that they have authority to bind Client.

CLIENT

Legal company name

By

Printed name

Title

Signature

Date

PROVIDER

Nathan Stockbridge, an individual sole proprietor

Signature

Date
