

# WEB HOSTING SERVICES AGREEMENT

Location: \_\_\_\_\_ Effective Date: \_\_\_\_\_

## Parties:

This Agreement is entered into between:

- Provider (hereinafter referred to as "Provider"):

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

- Client (hereinafter referred to as "Client"):

Name/Company: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Information: \_\_\_\_\_

## 1. Services Provided

Provider agrees to provide web hosting services as outlined in this Agreement, including but not limited to server space allocation, bandwidth, email services, domain hosting, and technical support as detailed in the attached Schedule A. Provider reserves the right to modify services with prior written notice to Client. Provider's obligations are limited to those expressly stated herein.

## 2. Term and Termination

This Agreement shall commence on the Effective Date and continue on a month-to-month basis unless terminated by either party with thirty (30) days written notice. Provider may terminate immediately if Client breaches any material term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice.

## 3. Fees and Payment

Client agrees to pay Provider the fees specified in Schedule B attached hereto. Payments shall be due monthly in advance by the first day of each billing cycle. Late payments shall bear interest at the rate of 1.5% per month or the maximum rate allowed by law, whichever is less. Provider reserves the right to suspend services for non-payment after fifteen (15) days delinquency.

## 4. Client Responsibilities

Client shall be responsible for compliance with all applicable laws and regulations regarding content hosted on Provider's servers. Client shall not use services to transmit unlawful, harmful, fraudulent, or infringing content. Client shall maintain current contact information and promptly notify Provider of any changes.

## 5. Service Level and Support

Provider will use commercially reasonable efforts to maintain ninety-nine percent (99%) uptime per calendar month excluding scheduled maintenance. Support shall be provided via email and telephone during normal business hours as

outlined in Schedule C. Provider is not liable for interruptions caused by events beyond its reasonable control.

## **6. Confidentiality**

Both parties agree to keep confidential all non-public information disclosed by the other party in connection with this Agreement and use it solely for the purposes contemplated herein. This obligation shall survive termination of this Agreement.

## **7. Limitation of Liability**

In no event shall Provider be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, even if advised of the possibility of such damages. Provider's total liability for damages shall not exceed the total amount paid by Client under this Agreement in the three (3) months preceding the claim.

## **8. Indemnification**

Client agrees to indemnify, defend, and hold harmless Provider and its officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of or in connection with Client's use of the services, violation of this Agreement, or infringement of any third-party rights.

## **9. Force Majeure**

Neither party shall be liable for failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, government actions, labor disputes, internet service interruptions, or power failures. The affected party shall notify the other promptly of such events.

## **10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in \_\_\_\_\_ County, \_\_\_\_\_ State.

## **11. Entire Agreement and Amendments**

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements. No amendment or modification shall be effective unless in writing and signed by both parties.

## **12. Notices**

All notices required or permitted under this Agreement shall be in writing and deemed duly given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified or registered mail to the addresses specified by the parties above or such other addresses as may be designated in writing.

## **13. Severability**

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced with a valid provision that most closely reflects the parties' original intent.

**14. Waiver**

Failure or delay by either party in exercising any right or remedy shall not constitute a waiver of such right or remedy or any other rights or remedies.

**15. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**PROVIDER SIGNATURE**

**CLIENT SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Original source of this document:

<https://docs-business.com/hosting-contract-template/>

Did you find this template helpful?

Find more updated templates at:

<https://docs-business.com/>

[View more templates](#)

This template is intended exclusively for personal, non-commercial use.  
If distributed or published, the source must be mentioned.

This template is provided for guidance only and does not constitute legal advice.  
It is recommended to consult a legal professional for each specific case.