



WEBSITE DESIGN & MAINTENANCE AGREEMENT

ScaleMyHVAC — Website & SEO Services

Toronto, Ontario, Canada | agency@scalemyhvac.com

Effective Date: _____

1. Parties

This Website Design & Maintenance Agreement (the "Agreement") is entered into between:

Service Provider: George Kirio, operating as ScaleMyHVAC, Toronto, Ontario, Canada ("ScaleMyHVAC", "we", "us").

Client: _____

Client Business Name: _____

Client Address: _____

Client Email: _____

Client Phone: _____

2. Scope of Services

ScaleMyHVAC agrees to provide the following services to the Client:

- Website Design & Development — a custom business website built using the Lovable platform, designed according to the assets, branding, and information provided by the Client during onboarding.
- Project Timeline — ScaleMyHVAC will complete the initial website build within five (5) to seven (7) business days of receiving all required assets and information from the Client. Delays in providing required assets may extend this timeline accordingly.
- Post-Launch Revisions — following launch, the Client may request up to six (6) revisions to the website at no additional cost. Each revision requested beyond this allotment will be billed at \$10.00 CAD/USD per change.
- Monthly Maintenance & SEO Reporting — for the duration of the monthly retainer, ScaleMyHVAC will provide the Client with a monthly summary of the website's performance.

For the purposes of this Agreement, a "revision" refers to minor changes to existing content, images, text, or layout elements. Requests for new pages, new features, additional functionality, or a full redesign of the website are considered new scope and will be quoted separately.

ScaleMyHVAC is NOT responsible for: content creation beyond what is provided by the Client, domain registration or hosting costs following project transfer, or any specific search engine ranking or traffic outcomes.

3. Pricing & Payment Terms

3.1 Build Fee — the Client agrees to pay a one-time fee of \$1,000.00 CAD/USD prior to the commencement of any design or development work.

3.2 Monthly Retainer — beginning on the website's launch date, the Client agrees to pay a recurring fee of \$99.00 CAD/USD per month for ongoing maintenance and SEO reporting services. This fee is billed automatically via Stripe on the subscription anniversary date.

3.3 Revision Fees — revisions requested beyond the six (6) revisions included under Section 2 will be billed at \$10.00 CAD/USD per change, payable prior to the change being completed.

3.4 Failed Payments — Stripe will automatically retry any failed monthly payments. If a payment remains unresolved after seven (7) days from the original billing date, ScaleMyHVAC reserves the right to pause maintenance and SEO reporting services until payment is received.

4. Refund Policy

4.1 The \$1,000.00 build fee is non-refundable once design or development work has commenced.

4.2 The \$99.00 CAD/USD per month retainer is non-refundable. The Client may cancel the monthly retainer at any time by providing thirty (30) days' written notice to agency@scalemyhvac.com.

4.3 Any approved refunds will be processed within seven (7) business days via the original payment method.

5. Project Delivery, Ownership & Hosting

5.1 Upon full payment of the \$1,000.00 build fee and completion of the project, ScaleMyHVAC will transfer ownership of the completed website project to the Client via the Lovable platform.

5.2 Following transfer, the Client is solely responsible for purchasing and maintaining their own domain registration and website hosting.

5.3 Cancellation of the \$99.00 CAD/USD per month retainer does not affect the Client's ownership of the website or its continued operation. Cancellation will discontinue monthly maintenance and SEO reporting services, including the revision allowance described in Section 2.

6. Cancellation & Termination

6.1 The Client may cancel the monthly maintenance & SEO retainer at any time by providing thirty (30) days' written notice via email to agency@scalemyhvac.com.

6.2 ScaleMyHVAC may terminate this Agreement immediately and without notice in the event of non-payment beyond the grace period described in Section 3.4, or in the event of a material breach of this Agreement by the Client.

6.3 Termination does not relieve the Client of any outstanding payment obligations for services already rendered.

7. Client Responsibilities

The Client agrees to:

- Provide accurate and complete business information and required assets (logo, photos, content, etc.) during onboarding.
- Respond to requests for feedback or approval within a reasonable timeframe to avoid delays to the project timeline.
- Following project transfer, purchase and maintain their own domain registration and hosting.
- Submit revision requests in writing to agency@scalemyhvac.com.

8. Intellectual Property

8.1 Upon full payment of the \$1,000.00 build fee and project transfer, the completed website design and underlying project files become the property of the Client.

8.2 ScaleMyHVAC retains the right to showcase completed work, including screenshots and descriptions, in its portfolio and marketing materials, unless otherwise agreed in writing.

9. No Guarantee of Results

ScaleMyHVAC does not guarantee specific search engine rankings, traffic increases, lead volume, or revenue outcomes as a result of services provided under this Agreement. No performance guarantee applies to the services described herein.

10. Confidentiality

10.1 Both parties agree to keep confidential all proprietary and sensitive information shared during the course of this engagement, including but not limited to business strategies, customer data, pricing, and internal systems.

10.2 Neither party shall disclose the other's confidential information to any third party without prior written consent, except as required by law.

10.3 This confidentiality obligation survives the termination of this Agreement.

11. Limitation of Liability

To the maximum extent permitted by law, ScaleMyHVAC shall not be liable for any indirect, incidental, special, or consequential damages arising from this Agreement, including but not limited to loss of revenue, loss of data, or business interruption. ScaleMyHVAC's total liability under this Agreement shall not exceed the total fees paid by the Client to ScaleMyHVAC in the three (3) months preceding the claim.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes arising from this Agreement shall be resolved in the courts of Ontario, Canada.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior discussions, representations, or agreements. Any amendments must be agreed upon in writing and signed by both parties.

SIGNATURE PAGE

Website Design & Maintenance Agreement

By signing below, both parties acknowledge that they have read, understood, and agree to be bound by the terms of this Agreement.

SERVICE PROVIDER

George Kirio | ScaleMyHVAC



Signature: _____

Date: June 14th, 2026

CLIENT

Signature: _____

Date: _____

Print Name: _____

Business Name: _____

Title/Role: _____