

Legal Agreement

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WordPress Theme Selling Agreement

This WordPress Theme Selling Agreement (“Agreement”) is entered into on **[Date]** by and between:

Seller / Developer: [Your Name / Company Name], [Address], [Email]

and

Buyer / Client: [Client Name / Company Name], [Address], [Email]

Together, the “Parties.”

1) Purpose

Seller agrees to sell and provide a WordPress theme (“Theme”) to Buyer under the terms of this Agreement.

2) Theme Details

- **Theme Name / Project:** [Theme Name]
- **Type:** (Choose one)
 - (a) Ready-made theme as-is
 - (b) Customized theme based on Seller’s theme
 - (c) Fully custom theme built for Buyer
- **Included Deliverables:**
 - Theme files (zip or repository access)

- Installation instructions / basic documentation
- Required plugins list (if any)
- Any agreed design assets: [list]

3) License and Usage Rights

(Choose the option that matches your business model)

Option A — Single-Site License (Recommended for client projects):

Buyer receives a non-transferable license to use the Theme on **one (1)** website/domain: **[domain]**. Any additional sites require a new license or written approval.

Option B — Multi-Site License:

Buyer may use the Theme on up to **[X]** websites owned/controlled by Buyer. Resale or redistribution is not allowed.

Option C — Full Ownership Transfer (Higher price):

Upon full payment, Seller transfers ownership of the Theme code to Buyer, except for Seller's pre-existing libraries, frameworks, and reusable components.

Common Rule (applies to all options unless you delete it):

Buyer may not resell, sublicense, distribute, or publish the Theme (or substantially similar derivative) to third parties without Seller's written consent.

4) Price and Payment Terms

- **Total Price:** **[Amount + Currency]**

- **Payment Method:** [Bank transfer / Stripe / PayPal / etc.]

- **Payment Schedule:**

- Deposit: **[Amount]** due on signing (if applicable)
- Balance: **[Amount]** due on delivery / before final files are released

Late payments may pause delivery and support until the account is up to date.

5) Delivery and Installation

- **Estimated Delivery Date:** [Date] (or “within [X] days after deposit”)
- **Delivery Method:** [Email / download link / Git access]
- **Installation (choose one):**
 - Included: Seller will install on Buyer’s hosting
 - Not included: Buyer will install
 - Optional add-on: Installation fee **[Amount]**

Buyer must provide required access (WordPress admin/hosting/FTP) if installation is included.

6) Revisions and Scope

If customization is included:

- **Included Revisions:** [e.g., 2 rounds]
- Revisions are limited to the agreed scope in **Schedule A (Scope/Requirements)**.
- Extra changes outside scope are billed at **[Hourly Rate]** or quoted separately.

7) Support and Updates

- **Support Period:** [e.g., 30/60/90 days] starting from delivery date
- **Support Includes:** bug fixes, basic help with setup, and theme-related issues
- **Support Excludes:** hosting issues, plugin conflicts not caused by the Theme, custom feature requests, content entry, SEO services (unless agreed)

Updates:

Seller may provide updates for compatibility/security for **[X months]** or “as available.” Major new features are not guaranteed unless included in a maintenance plan.

8) Third-Party Plugins, Fonts, and Licenses

The Theme may rely on third-party plugins, fonts, or libraries. Buyer understands:

- Some plugins/tools may require separate paid licenses
- Seller is not responsible for third-party license costs or changes
- Buyer agrees to follow third-party terms

9) Intellectual Property

Seller retains ownership of:

- Seller’s pre-existing code, frameworks, starter themes, utilities, and reusable components

Buyer retains ownership of:

- Buyer’s brand assets, logos, and provided content

Any custom elements created specifically for Buyer are licensed or transferred according to Section 3.

10) Confidentiality

If either Party shares confidential business information, the other Party agrees not to disclose it to third parties, except as required by law.

11) Warranty Disclaimer

The Theme is provided “as is” and “as available.” Seller does not guarantee that the Theme will be error-free on all hosting environments or with all plugins.

12) Limitation of Liability

To the maximum extent permitted by law:

- Seller's total liability is limited to the amount Buyer paid under this Agreement.
- Seller is not liable for indirect damages (loss of profits, data loss, downtime), especially related to hosting, third-party plugins, or Buyer edits.

13) Termination

Either Party may terminate if the other Party materially breaches this Agreement and does not fix it within **[X]** days of written notice.

If Buyer terminates after work has started:

- Deposit is non-refundable (if applicable)
- Buyer pays for completed work up to the termination date

14) Refund Policy

(Choose one and delete the other)

Option A — No Refund After Delivery:

Due to the digital nature of the Theme, no refunds are provided after the Theme files are delivered.

Option B — Limited Refund:

Refund requests must be made within **[X]** days of delivery and only apply if the Theme is not delivered as described in this Agreement.

15) Governing Law

This Agreement is governed by the laws of **[Country/Province/State]**. Any disputes will be handled in **[City/Court jurisdiction]**.

16) Entire Agreement

This Agreement (including Schedule A) is the entire agreement between the Parties and replaces all prior discussions. Changes must be in writing and signed by both Parties.

Schedule A — Scope / Requirements (Attach)

Add:

- Pages/sections included
- Required plugins
- Design references (Figma links)
- Performance targets (if any)
- Browser/device support
- Delivery milestones

Signatures

Seller / Developer

Name: _____

Signature: _____

Date: _____

Buyer / Client

Name: _____

Signature: _____

Date: _____

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This document is legally binding and contains the complete agreement between parties.