Hyde & Co.

FREE RESOURCE · NO. VI

Hiring a web developer without getting *burned*

What it costs, what to ask, and what to own.

Sourced throughout — ICANN policy, the Copyright Act, and six real FTC and state enforcement actions. **This guide is not in our interest**, which is rather the point of publishing it.

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FREE TO USE AND SHARE
COMPANION TO THE WEBSITE PLAYBOOK

AN AGENCY FOR BUSINESS OWNERS
ORLANDO, FLORIDA

Why this guide exists

There is no government checklist for hiring a web developer. We looked. The Small Business Administration covers registering a domain. SCORE publishes a checklist for hiring an IT consultant. Neither covers the specific ways a web project goes wrong.

So most business owners learn this by getting burned once. This guide is an attempt to skip that step.

Everything here is sourced. Where something is documented law or a published rule, it is cited. Where something is simply common industry practice, it says so. That distinction matters, because a great deal of "you must do X" advice in this field is just one agency's preference.

A note on tone: this guide is not anti-developer. Most people building websites are honest and competent. But you are buying something you cannot inspect, from someone whose work you cannot evaluate, using a contract you probably will not read. That asymmetry is worth closing.

PART I

The one thing that matters most: your domain

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If you read nothing else, read this section.

Who actually owns a domain name

ICANN — the body that oversees the domain system — is unambiguous. Whoever is listed as the **Registered Name Holder** is the owner of record. That is it.

Administrative contact, technical contact, billing contact: these are *roles*, not ownership. Being listed as the administrative contact on your own domain gives you far less than you think.

There is no mechanism anywhere in the domain system that recognises "but I paid for it" or "it is my business name."

> CHECK YOURS RIGHT NOW
>
> Search "ICANN lookup" and enter your domain. Look at the Registrant field. If it is not your business, stop reading and fix that before anything else in this guide.

What ICANN will and will not do for you

This is the sentence to remember, quoted directly from ICANN:

> *"ICANN does not have contractual authority to require a registrar to transfer a domain name back to a different registrar or registrant, even if a transfer was the result of an unauthorized access."*

ICANN's compliance function checks whether registrars follow their contracts. It does **not** decide who owns a domain. If your developer holds your domain, ICANN is not your route.

The 60-day locks (still in force in 2026)

Three separate locks that get confused constantly:

SITUATION	WHAT HAPPENS
Within 60 days of first registering	Your registrar **may** refuse to transfer it away
Within 60 days of transferring to a new registrar	Your registrar **may** refuse another transfer
After the registrant name or organisation is changed	Your registrar **must** apply a 60-day transfer lock, unless you opted out *before* the change

The practical consequence: **if you get your domain moved into your name today, you may not be able to move it to a different registrar for 60 days.** Plan around it. Do not discover it during an emergency.

Status note: ICANN's community has approved reforms that would replace the 60-day change-of-registrant lock with shorter 30-day locks. As of publication, this has not been adopted by the ICANN Board or implemented. Anyone telling you the 60-day lock is gone is ahead of the facts.

If a developer is already holding your domain

In rough order of cost and difficulty:

1. Registrar account recovery. If the domain sits in an account you can prove is yours — paid with your company card, registered to your company email — the registrar may restore your access. Fastest and cheapest. Start here.

2. UDRP (Uniform Domain-Name Dispute-Resolution Policy). An arbitration process. Requires you to have trademark rights in the name — registered or common-law — plus proof of bad faith. It does work in this fact pattern. In *Alaska Health Fair, Inc. v. Chris Jacobson* (Forum Claim No. 1500868, June 2013), a developer who had lawfully come to hold a client's domain posted "This website is paused for non-pay on overdue invoices" over a $1,500 dispute. The panel found bad-faith use and ordered the domain transferred to the client.

3. Federal court under the ACPA. The Anticybersquatting Consumer Protection Act, 15 U.S.C. § 1125(d). In *DSPT International, Inc. v. Nahum*, 624 F.3d 1213 (9th Cir. 2010), someone registered his employer's domain in his own name and withheld it as leverage in a commissions dispute. The jury found liability, roughly $152,000 was awarded, and the Ninth Circuit affirmed — holding that **using a domain name for leverage in a business dispute can itself violate the ACPA.** Statutory damages under the Act run from $1,000 to $100,000 per domain.

4. State-law conversion claim. *Kremen v. Cohen*, 337 F.3d 1024 (9th Cir. 2003) established that domain names are property capable of being converted.

All four are expensive relative to the ten minutes it takes to register the domain in your own name at the start. That is the entire point of this section.

PART II

What it actually costs

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Start with the honest disclosure

There is no authoritative dataset for what small business websites cost in the United States. No government figure, no academic study. Every "average cost of a website" headline traces back to an agency's own marketing page with no stated methodology.

Anyone quoting you a precise industry average is repeating a number somebody made up. Here is what can actually be sourced.

What developers earn (this you can verify)

US Bureau of Labor Statistics, Occupational Employment and Wage Statistics, May 2025 reference period:

OCCUPATION	EMPLOYED	MEDIAN HOURLY WAGE
Web Developers	70,190	**$44.54**
Web & Digital Interface Designers	113,330	**$50.00**

These are wages of *employed* developers, not what a freelancer or agency charges you. A firm's billing rate has to cover salary plus overhead, sales, non-billable time and profit — conventionally somewhere around two and a half to three and a half times salary cost. *(That multiple is common industry practice, not a documented statistic.)*

What this gives you is a floor. A US agency billing $45 an hour is charging less than the median employed developer's wage. That does not automatically mean the work is bad — but it tells you the work is being done by someone junior, someone offshore, or someone about to go out of business.

What practitioners charge

The most transparent survey available: *State of Web Designer Pricing 2025*, 208 respondents, fielded March–April 2025, 60% US-based. Self-selected, non-probability sample — the publisher says explicitly the results are "directional trends, not statistically representative."

- **57% charge $2,500–$9,999 per project**, with $2,500–$4,999 the most common band
- **Only 2% exceed $10,000** per project
- Hourly: mean $100, median $92.75
- A majority earn under 20% of revenue from retainers

Caveat worth knowing: the survey is run by a business that coaches web designers, so the sample skews to its community.

Who builds small business sites, and on what

Clutch, *The State of Small Business Websites in 2025* — 406 US small business owners, panel survey with disclosed methodology:

- **45%** used an agency, **37%** built in-house, **9%** the owner personally, **9%** a freelancer
- **41%** are on no-code builders (Wix, Squarespace), **34%** on low-code (WordPress, Shopify), **12%** fully custom
- **81%** have redesigned at least once

That 41% figure matters for Part 5.

Maintenance and retainers

No credible benchmark exists. We looked specifically and found only agency pages.

So rather than quote a number: **demand that maintenance be itemised.** A real maintenance agreement covers hosting, TLS certificate renewal, CMS and plugin updates, backups (and restore testing), uptime monitoring, and a defined allowance of content edits. If a proposal says "maintenance — $250/month" with no breakdown, ask what happens if you never call. The answer tells you whether you are buying insurance or paying rent.

PART III

Who owns the website when it is finished

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This is the section that will surprise most readers, and it is grounded in statute rather than opinion.

The default is not what you assume

17 U.S.C. § 201(a): *"Copyright in a work protected under this title vests initially in the author or authors of the work."*

The author is the person who made it. Not the person who paid for it.

"Work made for hire" probably does not do what your contract thinks it does

Under **17 U.S.C. § 101**, a work made for hire is only one of two things:

1. Work prepared by an **employee** within the scope of employment; or
2. Work **specially commissioned** — but *only* if it falls within nine specific enumerated categories, **and** there is a signed written agreement saying so.

Those nine categories are: contributions to a collective work, part of a motion picture or audiovisual work, a translation, a supplementary work, a compilation, an instructional text, a test, answer material for a test, and an atlas.

Website code and graphic design are not on that list. So a "work made for hire" clause in a contract with an independent contractor may transfer nothing at all. The US Supreme Court confirmed the underlying principle in *Community for Creative Non-Violence v. Reid*, 490 U.S. 730 (1989).

What you need instead

17 U.S.C. § 204(a): a transfer of copyright ownership *"is not valid unless an instrument of conveyance, or a note or memorandum of the transfer, is in writing and signed by the owner of the rights conveyed."*

You need a **present assignment**, in writing, signed: *"Developer hereby assigns to Client all right, title and interest in..."*

The American Intellectual Property Law Association's recommendation — and the one to follow — is to include **both**: work-for-hire language *and* a present assignment, so the assignment operates if the work-for-hire clause fails.

What happens with no written assignment

You most likely end up with an **implied non-exclusive licence** — the right to *use* the site, arising from the fact that it was delivered to you knowing you would use it (*Effects Associates, Inc. v. Cohen*, 9th Cir. 1990).

That means: you can run the site. You may not be able to sell it with the business, may not clearly be able to have someone else modify it, and the developer still owns the copyright.

What the industry's own standard contract does

The AIGA Standard Form of Agreement for Design Services — the design profession's own model contract — is instructive because it is drafted from the *designer's* side. It offers four mutually exclusive intellectual property options, ranging from a limited licence up to full work-made-for-hire. Full client ownership is one option among four, and it is not the default.

Under the more limited options, the designer **retains the working and source files**, keeps rejected concepts, and licenses their own background tools non-exclusively. It also conditions any transfer on payment in full — which is entirely fair, and which means you should not expect to receive files before the final invoice is paid.

The IP checklist for your contract

- ☐ A **present assignment** of all copyright in deliverables, in writing, signed
- ☐ Work-for-hire language as a belt-and-braces addition
- ☐ An explicit list of what transfers: source code, design files, content, database schema, build scripts, documentation
- ☐ An explicit list of what the developer retains — **plus a perpetual, irrevocable, transferable, royalty-free licence** to those retained components, so you own a site you can legally run
- ☐ Third-party licences named: stock photography, fonts, premium plugins — confirmed as licensed to you and transferable

That last one is a real and commonly missed liability. Font and stock-image licences are frequently in the developer's name and non-transferable, which means the site you own contains assets you are not licensed to use.

PART IV

The accounts you must control

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Some of this is documented policy. Some is professional practice. Labelled accordingly.

ACCOUNT	WHY	DOCUMENTED?
Domain registrar	Registered Name Holder is the owner of record	**Yes** — ICANN
DNS	Follows from registrar control	Follows
Google Search Console	See below — this one has a trap	**Yes** — Google
Google Business Profile	Recoverable, but slowly	**Yes** — Google
Hosting	Nobody else should be able to switch off your site	Common practice
CMS administrator	You need to be able to grant and revoke access	Common practice
Analytics	Your data, your history	Common practice
Business email / MX records	Losing email is worse than losing the site	Follows

The Search Console trap

Google Search Console has two kinds of owner: a **verified owner**, who proved ownership by placing a token on the site, and a **delegated owner**, who was granted access by a verified owner.

Here is the part people miss: **removing someone from the user list does not remove their access if their verification token is still on your site.** They can simply re-verify. And if all verified owners are removed, everyone else loses access too.

So: verify ownership yourself, using a method you control, and check for verification tokens you do not recognise.

Google Business Profile is recoverable

One piece of good news. If someone else controls your Business Profile, you can request access at business.google.com. The current owner is notified and has **three days** to respond. If they do not, you may be able to claim it through verification.

There is no equivalent process for a domain or a hosting account. Which is why Part 1 comes first.

Domain security, per ICANN's own guidance

- Keep registrar credentials private, secure and recoverable
- **Use a different email address for your registrar account than the one published in your registration data**
- Turn on multi-factor authentication

PART V

Platform Lock-In

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If your site is built on a platform you cannot leave, you do not have a website. You have a subscription.

The vendor says it plainly

Wix's own help centre:

> *"Your site must run on Wix's servers. To clarify, the content you build on Wix belongs to you... The reason you can't use another host for your Wix site is that the SaaS architecture does not support external hosting since it uses Wix's proprietary technology."*

Note the distinction, because it is the one owners miss: **your content is yours; the site cannot leave.** That is not a criticism of Wix — it is stated openly, and for many businesses the trade is worth it. But you should make it knowingly. Remember that 41% of small business sites are on builders like this.

Platforms do shut down

Adobe Business Catalyst. Adobe: *"Adobe will stop hosting existing sites on Business Catalyst on March 26, 2021,"* advising customers to download their data and migrate well beforehand. It was an agency-partner platform — hundreds of agencies had built client sites on it, and every one of those clients had to move.

Google Business Profile websites. Turned off in March 2024, with redirects working only until 10 June 2024. After that, links broke.

Lock-in can also be contractual

Even on an open platform like WordPress, if your contract lets the designer retain the working and source files — which the profession's own standard agreement does under several of its options — you own a published site you cannot meaningfully change without going back to them.

The three questions that expose lock-in

1. **"If I leave, what exactly do I receive?"** Get a list. Source files, database export, content in an open format.
2. **"Can this site run on hosting I choose?"** Yes or no. There is no third answer.
3. **"Is any part of this built on something proprietary to you?"** Custom themes, in-house page builders, private plugins.

PART VI

Scams that specifically target small businesses

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These are documented enforcement actions, not cautionary tales.

Fake invoices and domain slamming

Mailers designed to look like invoices for domain renewal or "website address listing". Sometimes they simply take your money. Sometimes paying them actually transfers your domain to a different registrar.

Enforcement history:

- **FTC v. Domain Registry of America** (Matter X040014, filed December 2003) — misleading marketing of domain services; stipulated judgment and consumer redress
- **FTC v. Internet Listing Service** (File 072-3038, settlements announced August 2010) — fake invoices sent to thousands of US small businesses listing their real domain or a near-variant; judgments of $4,261,876
- **North Dakota Attorney General v. Lake Holdings, LLC** (settlement announced February 2026) — invoice-style mailers under the names "Domain Networks," "North Dakota Domain Directory" and "My Safe Domain"; refunds required. If you have received a "Domain Networks" letter, this is that.

The test you can apply in five seconds. Under 39 U.S.C. § 3001(d), any mailing that looks like a bill but is actually a solicitation must carry, conspicuously and in contrasting type:

> *"This is a solicitation for the order of goods or services, or both, and not a bill, invoice, or statement of account due. You are under no obligation to make any payments on account of this offer unless you accept this offer."*

Find that paragraph in the small print and you are holding an advertisement, not an invoice. If it looks like an invoice and does *not* carry it, the mailing may itself be unlawful.

"We're calling from Google"

FTC v. Point Break Media, LLC (File 172-3182, 2018). Robocalls falsely claiming to be Google, warning small businesses their listing would be "permanently closed" unless they paid. Charges of $300–$700 for "verification," and up to $950 plus $99–$170 per month for a program falsely promising top rankings. The court granted a temporary restraining order with an asset freeze.

Google does not cold-call you about your listing. Google states publicly that there is no way to request or pay for better local ranking.

Selling web services that were never ordered

FTC v. Premium Business Pages / Ameteck Group / The Local Business Pages / Data Net Technologies — nine US and Canadian defendants selling directory listings, SEO, and website design and hosting via unsolicited telemarketing, falsely claiming to be collecting past-due invoices for services never ordered. **Default judgment over $4.6 million, December 2018.**

Operation Main Street (June 2018) — a joint sweep by the FTC, eight state Attorneys General, two US Attorneys' Offices, the Better Business Bureau and the Postal Inspection Service. **24 enforcement actions.** Across those cases, defendants had collected **more than $290 million** from businesses.

Taking the money and not delivering

State of Washington v. Avey, Martin and Stanphill — operating as Wizy-Wiz eCommerce, TNT Cart, White Crane Technologies and ABC eCommerce. Promised websites and hosting to small businesses, took payment, failed to deliver, then closed and reopened under new names. One victim paid White Crane $8,700 in 2006 for incomplete work, then paid TNT Cart $2,800 for the same undelivered services — not knowing they were the same operation. Summary judgment for the State in December 2010; stipulated judgment in March 2011 including up to $80,000 restitution.

The red flag that generalises: serial rebranding. Before you sign, search the principal's name — not just the company name — alongside words like "lawsuit," "complaint" and "attorney general."

Where the law will not help you

We looked for FTC or state enforcement against a mainstream web design agency for holding a client's domain hostage. **There is none.** That fact pattern is fought privately, through arbitration or the courts, at your expense. Do not assume a regulator will step in.

PART VII

What to ask before you sign

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Adapted from SCORE's checklist for hiring an IT consultant — the nearest thing to a government-backed vendor-vetting resource, since no web-specific one exists.

About their experience

- Have you worked with businesses my size, in my industry?
- Can I see three sites you built that are still live, and speak to those owners?
- Who will actually do the work — you, or someone I have not met?
- What happens if that person leaves mid-project?

About the work

- What exactly am I getting? Ask for a list of pages and functions, not adjectives.
- What is not included?
- What is the timeline, and what causes it to slip?
- What do you need from me, and by when? *(Late client content is the most common cause of late projects.)*

About money

- Is this fixed-price, hourly, or a retainer?
- What is the payment schedule?
- How are changes handled, and what do they cost?
- **Do you take commissions on anything you recommend?** — hosting, premium plugins, third-party services. A fair question with a revealing answer.

About ownership — the non-negotiables

- Will you assign copyright in all deliverables to me in writing?
- Do I receive the source files?
- Will the domain be registered in my business's name, in an account I control?
- Can this site be moved to hosting of my choosing?
- What third-party licences are involved, and are they in my name?

About afterwards

- What happens on the day we part ways? How do I get everything?
- What does support cost, what does it cover, and what is your response time?
- Who fixes it if it breaks at 2am on a Saturday, and what does that cost?

Red flags

- Cannot or will not explain something in plain language, or is impatient when asked
- Registers the domain "to make it easier"
- Will not put ownership in writing
- Quotes without asking a single question about your business
- Guarantees a Google ranking *(there is no such thing — Google says so)*
- Pressure to sign today
- No written contract, or a contract you are not given time to read

The short version

If you take one page from this guide, take this one.

Before you hire:

1. Register the domain yourself, in your business's legal name, on your card, with a business email you control
2. Get at least three quotes and ask each what is *not* included
3. Search the individual's name, not just the company's

In the contract:

4. Written, signed assignment of copyright — not just "work for hire"
5. Explicit list of what you receive at the end, including source files
6. A licence to anything they retain, so you can legally run what you own
7. An exit clause: what you get, in what format, within how many days

During the project:

8. Hold administrator access to hosting, CMS, analytics, Search Console and your Business Profile from day one
9. Verify Search Console ownership yourself
10. Pay in milestones tied to delivered work

Forever:

11. Multi-factor authentication on your registrar account
12. A different email on the registrar account than the one in public registration data
13. Any "renewal notice" that arrives by post is a solicitation until proven otherwise

A CONVERSATION WITH NO PITCH IN IT

Ask us the same *questions*.

This guide arms you against agencies. We are an agency. That is deliberate — if the questions in Part 7 make a firm uncomfortable, you have learned something useful about that firm.

Ask us all of them. **Hyde & Co. is an agency for business owners.** You own the domain, you hold the accounts, and the asset transfers to you.

i. Ask every question in Part 7. We will answer them in writing.

ii. We will tell you plainly what we would and would not take on.

iii. If we are the wrong fit, we will say so and suggest what is right.

No obligation, and no charge for the conversation.

Book a consultation

hyde-co.com

Sources

Everything cited, so you can check it and so you can tell documented rules from professional habit.

SECTION	SOURCE
Domain ownership	ICANN, *Registrant Rights and Responsibilities Under the 2009 RAA* — registered name holder is the party of record
ICANN's limits	ICANN, *Unauthorized transfers* — ICANN cannot compel a domain to be returned
60-day locks	ICANN Transfer Policy (updated 21 Feb 2024); ICANN Change of Registrant FAQ; still listed as current consensus policy
Transfer reform status	GNSO Transfer Policy Review — Council adopted Mar 2025; **no Board resolution adopted as of publication**
Domain recovery cases	*Alaska Health Fair, Inc. v. Jacobson*, Forum Claim No. 1500868 (2013); *DSPT International, Inc. v. Nahum*, 624 F.3d 1213 (9th Cir. 2010); *Kremen v. Cohen*, 337 F.3d 1024 (9th Cir. 2003)
Developer wages	US Bureau of Labor Statistics, OEWS national estimates, May 2025 reference period
Practitioner pricing	*State of Web Designer Pricing 2025*, n=208, Mar–Apr 2025, self-selected sample
Who builds SMB sites	Clutch, *The State of Small Business Websites in 2025*, n=406 US small business owners
Copyright ownership	17 U.S.C. §§ 101, 201(a), 204(a); US Copyright Office Circular 30; *CCNV v. Reid*, 490 U.S. 730 (1989); *Effects Associates v. Cohen* (9th Cir. 1990)
IP contract practice	American Intellectual Property Law Association; AIGA Standard Form of Agreement for Design Services (2022 update)
Search Console ownership	Google Search Console Help — verified vs delegated owners, token re-verification
Business Profile recovery	Google Business Profile Help — request access, 3-day response window
Registrar security	ICANN registrant security guidance
Platform lock-in	Wix Help Centre (external hosting not supported); Adobe Business Catalyst end-of-life notice; Google Business Profile website shutdown, March 2024
Fake invoice enforcement	FTC Matter X040014 (2003); FTC File 072-3038 (2010); North Dakota AG v. Lake Holdings (Feb 2026); 39 U.S.C. § 3001(d)
Web services fraud	FTC Premium Business Pages default judgment (Dec 2018); FTC Point Break Media (File 172-3182, 2018); FTC Operation Main Street (June 2018); Washington AG v. Avey et al. (2010–11)
Vendor vetting	SCORE, *Checklist: Questions to Ask an IT Consultant*; US Small Business Administration

Stated plainly: there is no SBA, SBDC or university checklist specifically for hiring a web developer. That gap is why this guide exists.

This guide is free to use and share. Pass it to anyone about to hire someone to build their website.
The only goal is better websites and better results.