

# Proposal for XXXXXXx

## Local Website Design

Prepared By:

XXXXX  
XXXXX  
XXXX  
XXXX

## Scope of Work

NAME (the Developer) will design a website for XXXXXXXXXx (the Client). The website will be a redesign of the existing XXXXXXXXXX website.

It will also have the following:

- Links to the school's social media accounts
- A color scheme coherent with the school logo design
- Carefully selected, high quality pictures to match the appropriate pages (from the client)
- Pages for different school programs
- Pages for different staff of the school

The content will be from the pages of xxxxxxxxxx as well as content from the client. The website may contain up to twenty (20) informational pages with any combination of text, pictures, and video as provided by the Client.

This website will work in all Grade-A browsers (IE 8+, Chrome, Safari, Firefox, and Opera) and will be optimized for different screen sizes (iPhone, iPad, Android, and Windows Phone).

# Work Detail

## Website Design

<b>Concept Elements</b>			
<b>Description</b>	<b>Hours</b>	<b>Rate</b>	<b>Fee</b>
Information Architecture	3		
<b>Design Elements</b>			
<b>Description</b>			
HTML/CSS Design	8		
Customization	3		
<b>Technical Elements</b>			
<b>Description</b>			
PHP/Javascript Programming	3		
<b>Total</b>			

Thank you for this opportunity. If you have any questions or concerns regarding this project proposal or included terms & conditions, please don't hesitate to email **XXXXX**

## Website Work Plan & Milestones Estimate

The table below outlines the work process phases, milestones, due dates, deliverables and fees needed to complete this project. This four phase process begins at the concept phase where everything is planned, then the design phase where look and feel (artwork) is produced, next is the technical phase where design is given life, and finally the testing phase where everything is thoroughly tested and reviewed. This process is designed to ensure project efficiency and your complete satisfaction.

### Concept Phase

Milestone	Due Date	Deliverables	Fee
Work Begins	When Received	Signed Contract	
Information Architecture	Week 1	Site map Info Layout	

### Design Phase

Milestone	Due Date	Deliverables	Fee
Visual Design	Week 2	CMS Template Design HTML/CSS Development	

### Programming Phase

Milestone	Due Date	Deliverables	Fee
Hosting Server	Week 3	Server Setup	
Programming	Week 3	Javascript and PHP Programming	

### Launch Phase

Milestone	Due Date	Deliverables	Fee
Initial Test	Week 3	Upload website to server with test credentials Tested Interface	
Site Launch	Week 4	Move site to live status	

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**Total:**

# Terms & Conditions

All information in this proposal is subject the following terms and conditions:

## PROPOSAL

The terms of this Agreement expires ten (10) days after being submitted to Client. If this Agreement expires, Developer may modify the Agreement and resubmit it to Client.

## COMPENSATION

Client agrees to pay Developer the fees listed in the Project Proposal, including all taxes. Client will pay Developer expenses, including but not limited to: Incidental and out-of-pocket expenses (with client approval) at cost plus Developers standard markup of fifteen percent (15%). Pricing in the Project Proposal includes only Developer fees. Any other costs, such as hosting, art licensing or photography, will be billed to Client.

## PAYMENT

Payment is due when Developer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone. All invoices are payable within five days (5) of receipt. Invoices shall list any expenses and additional costs as separate items.

## LATE PAYMENT

A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances. All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

## CHANGES TO PROJECT SCOPE

If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Developer a written Change Order describing the requested changes in detail. Within five (5) days of receiving a Change Order, Developer will respond with a statement proposing Developers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Developer will evaluate each Change Order at its standard rate and charges. Client will be billed on a time and materials basis at Developers hourly rate of ~~xxxxxxx~~ dollars per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Developer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes. Client will have five (5) days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Developer will not be obligated to perform any services beyond those in the original Agreement.

## DELAYS

Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables. Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

## EVALUATION AND ACCEPTANCE

Client shall, within five (5) business days after receiving each Deliverable, notify Developer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Developer shall, within five (5) business days of receiving Clients notification, correct and submit a revised Deliverable to Client. Client shall, within five (5) business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after three (3) corrections by Developer, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

**ACCREDITATION AND PROMOTION**

Developer shall be entitled to place accreditation, as a hyperlink, in the form, size and location as incorporated by Developer in the Deliverables on each page of the Final Deliverables. Developer retains the right to reproduce, publish and display the Deliverables in Developer’s portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

**CONFIDENTIAL INFORMATION**

All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure.

**RELATIONSHIP OF THE PARTIES**

Developer is an independent contractor. Developer shall determine, in its sole discretion, the manner and means by which the Services are accomplished. No agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement. Neither party is authorized to act as agent or bind the other party except as expressly stated in this Agreement. Developer and the work product or Deliverables prepared by Developer shall not be deemed a work for hire as defined under Copyright Law. All rights granted to Client are contractual in nature and are expressly defined by this Agreement.

**REPRESENTATIONS AND WARRANTIES**

Client represents and warrants to Developer that to the best of Client’s knowledge, use of the Client Content does not infringe the rights of any third party. Developer represents and warranty to Client that to the best of Developer’s knowledge, the Deliverables will not violate the rights of any third parties.

Except for the express representations and warranties stated in this agreement, developer makes no warranties whatsoever. Developer explicitly disclaims any other warranties of any kind, either express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or compliance with laws or government rules or regulations applicable to the project.

**INDEMNIFICATION AND LIABILITY**

Client shall indemnify Developer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party due to materials included in Deliverables at the request of the Client.

The services and the work product of developer are sold “as is.” in all circumstances, the maximum liability of developer, its directors, officers, employees, design agents and affiliates (“developer parties”), to client for damages for any and all causes whatsoever, and client’s maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of developer. In no event shall developer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by developer, even if developer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.

**TERM**

This agreement shall begin when both parties sign, the initial payment is made, and shall continue until all Services are complete and delivered.

**LICENSE**

Developer grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.

**PRELIMINARY WORKS**

Developer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Developer within thirty (30) days of completion of the Services. All Developer Tools are and shall remain the exclusive property of Developer. Developer

grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Developer Tools solely to the extent necessary with the Final Deliverables for the Project.

**ALTERATIONS**

Alteration of any Deliverable is prohibited without the express permission of Developer. Developer will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.

**DISPUTE RESOLUTION**

Parties agree to attempt to resolve any dispute by negotiation between the parties. If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties. The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

**GENERAL**

Modifications to this Agreement must be in writing and signed by both parties. Failure by either party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach. All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt. Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party. This Agreement shall be governed by the law of Virginia. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law. Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect. This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.

**This Agreement must be signed and returned before Developer can schedule or begin this job.**

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Developer Signature	Developer Name	Date

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Client Signature	Client Representative	Date