



# DOCTOR'S ORDERS

ACCE Web Solutions  
E-Commerce Marketing Plan

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Date: November 14, 2018  
To: Tammy Freund – e-Commerce Design/Market Web (20542)  
From: Catherine Ziegler, Eugene Mueller, Lori Roberg – Students at Moraine Park Technical College  
Subject: e-Commerce Traffic Building Plan

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October 30, 2018

**ACCE Web Solutions**

235 North National Avenue  
Fond du Lac, Wisconsin 54935

**Doctor's Orders Brew Pub**

Mike "Doc" Mabel  
321 Beer Street  
Fond du Lac, Wisconsin 54935

Dear Mike Mabel and Doctor's Orders Brew Pub team,

Thank you for contacting ACCE Web Solutions for helping you design your new website. We have done some research in your industry and comprised information to help you begin the planning of your site. Keeping current on website trends and the trends within your industry is imperative to the success of your business.

The topics covered in this proposal correspond with research we have done will help you understand our process. Please feel free to contact us with any questions or concerns you have, and we look forward to meeting with you soon.

Sincerely,

Catherine Ziegler  
Project Manager - ACCE Web Solutions  
920-539-5072  
[Cziegler3@student.morainepark.edu](mailto:Cziegler3@student.morainepark.edu)

Page Break

## Executive Summary:

The purpose of this document is to show research and analysis of the brew pub industry locally and nationally. This will help inform us on direction, what works and does not, and ideas we can implement into our business and overall brand.

## Situation Analysis

Doctor's Orders Brew Pub's mission is to put themselves on the map by providing an overall feel that is relaxing to our clientele, while having an adventurous side by providing our homemade microbrews and other concoctions and remedies, with a mad scientist sort of feel. Our food is prepared daily, and we take the stance that if the customer isn't satisfied, then it isn't done right. We insist on providing only the best service to our customers and want them to want to come back and bring others with them. The customer is first with our staff and we will continue to improve with feedback from them, and observations. We strive to have our products known by everyone locally and beyond.

Brew pubs pull from a variety of different demographics, and they have to appeal to each of them.

There are elements of a sports bar with the TVs and sporting events, but there is also a large selection of micro-brew beers that may not appeal to the average sports bar customer. You want to draw in young professionals, couples, work groups, and beer aficionados.



There should also be a quality menu to accompany the beer offerings. The food tends to be of a higher quality than the average bar. Well-presented finger food appetizers to gourmet burgers, offer a selection with broad appeal. Presentation matters.



## Industry Information:

The state of the brew pub/micro-brew industry is booming. Year to year growth over the last decade is solid and will only continue to grow.

## Marketing Segments / Audience Analysis: Brew Pubs

### Demographics

- The Median age is 35,
- 43% in the 18 to 34 range
- 81% in the 21 to 49 range
- 19% in the 50+ range
- 59.4% are male
- 40.6% are female
- 50.5% are single
- 49.5% are married
- Median household income is \$70,000

### Customer Relationships Strategies

Statistically the typical customer is a man between 21 and 45. They are generally beer enthusiasts. The audience is mostly middle class, with at least a high school diploma, though many have a college degree. Most are married and bring their wives. They love to come enjoy food and unique beer while watching their favorite games. They check the Internet daily, especially Facebook. They can check out special events and deals this way, and also see other people enjoying the bar through pictures shared online. Social media is great avenue for gaining new and keeping existing customers. Adding social media sites to your website allows more exposure to the business, resulting in a larger customer-base.

### Detailed User Profile / Testimonials

#### **Sports Bar Patron**

Lawrence Crock is a loving husband and father of a beautiful 6-year-old daughter. He works as an account manager for Quad Graphics. After a long hard work week, Lawrence loves to go hang out with his friends, watch a game, and drink a few beers. Lawrence has loved sports since childhood, excelling in gym class and playing football in high school. He also loves trying new and unique things, especially beer. Lawrence also is an avid user of Social media and checks it constantly. He loves to check on his favorite places for new deals and events that come up.

Jessica wants to spend time with her new boyfriend, Tony. Tony loves sports, particularly basketball. Jessica wants to make this date something unique. She comes across an ad for a new brew pub in town. She notices that they are having a comedy night on Friday. Jessica asks Tony on a date to go to the comedy night. Together they have a great time, enjoying the show. They enjoy a nice basketball game as well with

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some delicious food. Jessica especially loved the variety of non-alcoholic drinks, while Tony loved all the unique brews that were offered. Tony says that was a fun night and he can't wait to spend more time with her at their new spot, to which Jessica agreed.

Simply put, Al loves beer. He loves it so much that he purchased a home brew kit so that he could try his hand at making his own. His wife Brenda was skeptical of his new hobby, but after a few failed batches, he produced something almost drinkable! What she loved though was the enjoyment he received from getting into his new hobby. Together they decided to have an evening out at the new brew pub in town. Al was in heaven. He loved the different styles and flavors of the micro brews on hand. Brenda encouraged Al to come back and take the tour of the micro-brewery where he could hopefully learn a few tips!

The sales department at XYZ Inc. is a tight knit group who enjoy getting together after work once a week. They've been looking for a new gathering place that offers a variety of options for the diverse group. They decide to take a chance on the new brew pub in town that just opened. There were TVs for those that wanted to passively follow the game, seasonal flavored micro-brew options that catered to the different tastes, and the food was prepared in a timely fashion without sacrificing quality.

## Audience Analysis – Marketing Trends and Competition

### Visual Analysis and Industry Summary

#### The Green Dragon – Fond du Lac, Wisconsin



#### The Grumpy Troll, Mount Horeb, Wisconsin



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### Brewport Brewing Co. – Bridgeport, Connecticut



### Atomic Ale Brewpub & Eatery – Richland, Washington



### Titletown Brewery – Green Bay, Wisconsin



### Industry Summary

Upon researching several brewpubs within the same industry, our findings are that many of them have the same website structure, but the design and content is what separates them. For instance, we found that Titletown Brewery had an extremely busy navigation bar; too much content. They were very heavy on the amount of text within the website. The Grumpy Troll did not have a very emotional and inviting feel when the website was brought up. If you compare it to The Green Dragon, it pales in visual appeal. The Green Dragon makes you want to have that beer. The Brewport Brewing Co. has a scrolling homepage where you get a different image each time you bring up their site. We would prefer to have the scrolling page on a timer since at first glance, you may mistakenly think you are not on their



site when you bring it up. As far as the Atomic Ale Brewpub & Eatery, they have a very good use of their whitespace. The site is not too cluttered and is easily navigable. They also made the best of their branding opportunities. Who wouldn't remember Atomic Ale?

## Marketing Strategy

The Viral marketing strategy will be used by Doctor's Orders Brew Pub as it relies on existing customers to tell other people. This is similar to word of mouth through individual customers. The numbers of customers increase the way a virus multiplies, thus the name. Facebook and other social media sites act as a conduit for this strategy.

## Web Presence Goals

We compared several websites within your industry to get a feel for what works and doesn't work for them on their websites. Three brew pub sites were chosen from Wisconsin, and two were chosen from opposite coasts in this comparison. Here are some things to consider when designing your site.

- Website functionality
- Visual appeal
- Branding
- E-commerce offerings
- Separate menu and brew listings

## Branding

Relevance is the degree to which the product offers utility to a potential customer. The brand only has meaning if they can visualize its place in their lives. Doctor's Orders Brew Pub offers comfort in a way that people like to relax while having something to eat and enjoying a one-of-a-kind cold beer.

## Use of Affiliates

Doctor's Orders Brew Pub will use affiliate websites that feature restaurants and eateries in the area. This will allow out of town visitors to find the business and will take them to the full website where they can see what Doctor's Orders Brew Pub has to offer.

## Advertising

E-mails will be collected for individuals signing up for information and weekly newsletters will be sent out with specials and/or promotions. Sales of promotional materials for the business will be offered via eCommerce on the website. There will be a calendar of events on the site along with a birthday club and specials for those who sign up.

## Available Domain Names

[Docbrewpub.com](http://Docbrewpub.com)

[Doctorsordersbp.com](http://Doctorsordersbp.com)

[Doctorsordersbrewpub.com](http://Doctorsordersbrewpub.com)

## Details and Assumptions

- This project plan is for Doctor's Orders Brew Pub website. It will be designed and created by ACCE Web Solutions.
- Client's first payment of \$500 will be due at the time of project approval
- Client will make bi-weekly payments at the agreed upon rate
- Any client provided materials (images, documents, text) are due at project approval
- Text must be submitted in Word documents (.doc or .docx), .txt format, or .pdf files
- Submitted images must be in .jpg, .jpeg, or .png format
- Late submission of content will necessitate adjustment of timeline, budget, and re-approval
- Changes to the scope of the document requires a completed client change form and will necessitate adjustment of timeline, budget, and re-approval
- ACCE Web Solutions will develop the site using HTML5 and CSS3 standards. Content will be validated using W3C Validation.
- Website compatibility will be verified with latest edition of Firefox, Chrome, Edge, and IE 11+. Compatibility with IE older than version 11 would require an additional estimate and approval of the change
- Client is responsible to ensure all images and information has the correct copyright
- Website will be QA tested before delivery to client

## Timeliness, Maintenance & Expansion

Here is our team's timeline over the next 5 weeks

October 31, 2018 – Project Proposal

November 14, 2018 – Traffic Building Draft

November 28, 2018 – Shopping Cart Components

December 5, 2018 – Planning and Constructing eCommerce Website

December 19, 2018 – Finalize eCommerce and Online Marketing Website

# Traffic Building Plan

## Introduction

Acce Web Solutions has put together a traffic building plan for Doctor's Orders Brew Pub that will help build your customer base. Traffic building is key to gaining new customers whether it is online or through word of mouth. By adding this to your website as an option for customers, it will allow for them to stay up to date on promotions and specials offered by your business. Please read the following information to see your options.

## Traffic Building Packages

Acce Web Solutions has three packages we offer for your traffic building strategy.

- Basic – This is included in the cost of your website
  - SEO strategies and optimizing your site
  - E-Mails and Newsletters
- Mid-Range - \$350
  - SEO strategies and optimizing your site
  - E-Mails and Newsletters
  - Social Media Site Setup
- Deluxe – \$500
  - SEO strategies and optimizing your site
  - E-Mails and Newsletters
  - Social Media Site Setup
  - Affiliate Marketing assistance

## Search Engine Optimization Strategies

Search Engine Optimization (SEO) is the act of maximizing the number of visitors of a web site by making the website appear higher in search results. Several strategies will be enacted to make our SEO great. The strategies being used can be broken down into two groups: on site and off site.

### On Site

- Meta Tags—Found in <head> area of the site. They have no effect on the visible site but are used by search engines to help position it in search results. Two main meta tags are used:  
Description and Keywords.
  - Description—A short description of the site that is shown on the results page
  - Keywords—Important words directly related to the business EX: “brew pub”.
- Title Tag— Main title of the page shown in the tab of the browser, when page shows up in search results, and when a person bookmarks the website.
  - Each page will have a set title layout
    - EX: events page has the title of “Events | Doctor's Orders”

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- Alt Attribute—The alternate text used to describe images. Mainly used for accessibility but are also used by search engines.
  - All images contained on the website will have short and concise alt attributes.
- Page structure—Each page will follow a set guideline to ensure SEO best practices are met, like using only one h1 tag per page.

## Off Site

These are items that are not directly on your site. For example:

- Banner Ads
- Social Media
- Affiliate Links

Search Engine Positioning (SEP) is how high you rank on the results page when a search is made.

Strategies to increase SEP include:

- Update content on regular basis
- Keep consistent traffic
- Gain more inbound links (links leading from an outside site to yours)
  - This can be from blogs and social media

## Social Media Strategies

Social media is one of the most useful tools available to help businesses grow.

- Facebook—Doctor's Orders plans to use Facebook as a way to communicate and interact with customers. Post ideas include new event announcements, Q&A's, and other posts the Owner may decide upon.
  - Set-Up Page
    - Create Page for Doctor's Orders
    - Implement Profile Pic and Cover Art
    - Add company information (hours, contact, website, etc.)
    - Post Twice, once to announce what the company is and another of the owner's choice.
  - Implement onto Site
    - Add Like button to site
    - Add Share button to products
  - Cost
    - \$100

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- Twitter—Doctor's Orders plans to use Twitter to communicate and interact with customers. A Twitter feed will be installed into the website to showcase the account. Exclusive content like polls, fun facts, and other ideas will help drive customers to follow.
  - Set Up Account
    - Create account
    - Implement Cover art and Profile Pic
    - Tweet twice, once to introduce company and another of the owner's choice
  - Integrate into website
    - Add in Twitter feed
  - Cost
    - \$100
  
- Instagram—Doctor's Orders plans on using Instagram to showcase the quality of their food, drinks, and products along with images of customers.
  - Set Up Account
    - Create Account
    - Set profile picture
    - Post twice, once to introduce company and another of the owner's choice
  - Cost
    - \$100

## Affiliates

Affiliate marketing is an advertising model where a company pays commission to third-party publishers to generate traffic to a company's products and services. The third-party vendors are referred to as affiliates and they promote businesses for commission fees.

Affiliate marketing can be offline or online, but the internet opens up many channels to promote business.

## Review of Affiliate Marketing Programs

### Online Affiliate Marketing

- Restaurant Affiliate Programs
- Digital Restaurant Cloud – Restaurant Affiliate
- LivePepper
- Retail Me Not

### Beer Affiliate Programs

- The Original Craft Beer Club
- Adventures in Home Brewing

## Offline Affiliate Marketing

- Rewards programs – buy 12 meals and drinks, get one free
- paper coupons
- Host charity events
- Budget costs and company goals will have to be taken into consideration.
- The Affiliate Marketing channel works by signing up for companies that can advertise in your specific area of expertise.
- The companies advertise your business and when a customer clicks on the link they are then tracked through to checkout.
- Commission payment is sent to the marketing company.

## Cost

Affiliates are paid by:

### Pay-Per-Sale:

Affiliate marketer gets a commission every time they send a customer to the vendors business and a purchase is made.

### Pay-Per-Click:

Affiliate marketers earn fixed rates depending on how many clients click on the links placed on the affiliate website leading to the merchant website. No product purchase is necessary. The visitor must spend at least 30 seconds on the website.

### Pay-Per-Lead:

Affiliates receive payment depending on the number of visitors who are sent to the merchant website and then sign up as leads.

### Set-up Fee

- \$500
- Set-up assistance
- \$50 per hour

### Network Fee

- A percentage of the commission could be anywhere from 10-70%

## Link Exchanges

### Link Reciprocity

A reciprocal link occurs when two webmasters agree to place a hyperlink from their own website to each other's site.

## How Link Exchanges Work

- Link exchanges are used to:
  - Provide consumers quick access to related sites
  - Establish a partnership between two sites
  - Increase traffic to your website by viewers clicking reciprocal link directly
  - Higher rankings through Internet search engines because your site is rated on the number of web sites which contain links to your web site
  - The reciprocal links on your website must be high quality links to count and rank higher for SEO.
  - The cost of building links begins with building a reputable website, using ethical business practices, and earning trust.
  - Advertising costs will vary greatly depending on how you choose to advertise. You can place advertising banners and links on reputable websites. The costs would depend on what the site charges and the costs to develop it.

The result will increase business and popularity while improving SEO rankings.

## E-Mail and Newsletter Strategies

E-Mails and Newsletters are an important marketing strategy to bring in new customers and keep old ones coming back. Many businesses have the option to sign up for E-Mails and newsletters that offer discounts and promotions to new and existing customers.

### Strategy

E-mails will be collected for individuals signing up for information and weekly newsletters will be sent out with specials and/or promotions. Sales of promotional materials for the business will be offered via eCommerce on the website. There will be a calendar of events on the site along with a birthday club and specials for those who sign up.

### E-Mail

- E-Mail – Doctor's Orders website will be set up with a "Contact Us" page where individuals can send messages to the designated Doctor's Orders inbox.
  - The E-Mail will automatically reply to the customer with a message, "Thank you, your message has been sent" so they know their message made it through.
  - You will need to set up an E

## Newsletters

- A bi-monthly newsletter will be comprised by designated employees of Doctor's Orders and will be sent automatically for those who sign up for E-Mail notifications.
  - The Newsletter will consist of up-to-date information on Doctor's Orders specials and promotions.
- Doctor's Orders will need to create an account with an E-Mail campaign company where you can choose your template and modify it as needed.

## E-Mail and Newsletter Campaign Companies

- Mailchimp
  - Mailchimp has three tiers of pricing that will not be included in the website design and development pricing.
    - Packages
      - Free – Start up for free
      - Grow Plan - \$10 per month
      - Pro Plan – starts at \$199 per mon
- GetResponse
  - Get Response allows for a 30-day free trial.
    - Packages
      - First 30 Days is Free
      - E-mail - \$15 per month (list size 1000 or less)
      - Pro - \$49 per month (list size 5000 or less)
      - Max - \$165 per month (list size 10,000 or less)
      - Enterprise - \$1,199 per month (100,000 or more customers)



## Terms & Conditions

### Terms and Conditions

#### DEFINITIONS

Agreement means the Project Proposal, Terms and Conditions and any other attached documents.

Project means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal.

Services means all services and the work product to be provided to Client by Designer as described and otherwise further defined in the Project Proposal.

Final Deliverables means the final versions of Deliverables provided by Designer and accepted by Client.

Deliverables means the services and work product specified in the Project Proposal to be delivered by Designer to Client.

Client Content means all materials, writing, images or other creative content provided by Client used in preparing or creating the Deliverables.

Third Party Materials means proprietary third- party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

Designer Tools means all design tools developed and/or used by Designer in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether patentable or not, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

#### DESIGNER SERVICES

Designer shall perform the services listed the Scope of Work per the Work Plan and Milestones schedule.

#### PROPOSAL

The terms of this Agreement expire [30] days after being submitted to Client. If this Agreement expires, Designer may modify the Agreement and resubmit it to Client.

#### COMPENSATION

Fees. Client agrees to pay Designer the fees listed in the Project Proposal, including all taxes.

Expenses: Client will pay Designer expenses, including but not limited to: (a) Incidental and out-of-pocket expenses at cost plus Designers standard markup of [3%]; (b) Mileage reimbursement, other than normal commuting, at [\$0.33] per mile; (c) Travel expenses, other than normal commuting, but including airfare and rental vehicles, with client approval.

**Additional Costs:** Pricing in the Project Proposal includes only Designer fees. Any other costs, such as hosting, art licensing or photography, will be billed to Client.

**Hosting Final Deliverables:** Designer will host the Final Deliverables on Designers web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal, and the delay is not caused by Designer, Client agrees to pay Designer [\$50] per month for hosting until the Final Deliverables are moved to Clients server.

## PAYMENT

**Payment Schedule:** Payment is due when Designer completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.

**Invoices:** All invoices are payable within [7 days] of receipt. Invoices shall list any expenses and additional costs as separate items.

## LATE PAYMENT

**Late Fee:** A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances.

**Crediting Late Payments:** Payments will be credited to late payments first, then to unpaid balances.

**Collection Expenses:** Client shall pay all collection or legal fees caused by late payments.

**Withholding Delivery:** Designer may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

**Withholding License:** 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

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Designer a written Change Order describing the requested changes in detail. Within [3 days] of receiving a Change Order, Designer will respond with a statement proposing designer's availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Designer will evaluate each Change Order at its standard rate and charges.

**Major Change:** If Client requests are at or near [10%] of the time required to produce Deliverables, or the value of the Scope of Services, Designer shall be entitled to submit a new and separate Proposal to Client for written approval. Designer shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.

**Minor Change:** If Client requests are not Major Changes, Client will be billed on a time and materials basis at Designers hourly rate of [\$50] 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.

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Designer may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

Acceptance/Rejection: Client will have [3 days] to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Designer will not be obligated to perform any services beyond those in the original Agreement.

#### DELAYS

Designer Delays: Designer shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Designer may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed [14] days.

Client 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.

General Delays: 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

Testing: Designer will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.

Approval Periods: Client shall, within [3] business days after receiving each Deliverable, notify Designer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Designer shall, within [3] business days of receiving Client's notification, correct and submit a revised Deliverable to Client. Client shall, within [DAYS] business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after [3] corrections by Designer, 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.

#### CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal; (b) Proofread all Deliverables. Client will be charged for correcting errors after the acceptance of any Deliverable; (c) Make decisions regarding other parties.

#### ACCREDITATION AND PROMOTION

Accreditation: Designer shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated by Designer in the Deliverables on each page of the Final Deliverables.

Promotion: Designer retains the right to reproduce, publish and display the Deliverables in Designer'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.

Promotional Approval: Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing materials, and, if not expressly objected to, include a link to the other party's website.

#### CONFIDENTIAL INFORMATION

Client's "Confidential Information" includes information that Designer should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only use 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

Independent Contractor: Designer is an independent contractor. Designer 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. Designer and the work product or Deliverables prepared by Designer 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.

Design Agents. Designer shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents"). Designer shall remain fully responsible for Design Agents' compliance with this Agreement.

No Exclusivity. This Agreement does not create an exclusive relationship between the parties. Client is free to engage others to perform services of the same or similar nature to those provided by Designer, and Designer shall be entitled to offer and provide design services to others, solicit other clients and otherwise advertise the services offered by Designer.

#### REPRESENTATIONS AND WARRANTIES

By Client. Client represents and warrants to Designer that: (a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will

obtain all necessary and appropriate rights and licenses to grant license to Designer to use Third Party Materials.

By Designer: Designer represents and warranty to Client that: (a) Designer will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Designer shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Designer to grant the intellectual property rights provided in this Agreement; (c) To the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Designer shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, DESIGNER MAKES NO WARRANTIES WHATSOEVER. DESIGNER 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

By Client: Client shall indemnify Designer from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Designer shall promptly notify Client in writing of any third-party claim or suit. Client shall have the right to fully control the defense and any settlement of such claim or suit.

By Developer: In the case of a third-party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, Designer may at its own expense, replace any infringing content with non-infringing content.

Limitation of Liability. THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER 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 DESIGNER. IN NO EVENT, SHALL DESIGNER 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 DESIGNER, EVEN IF DESIGNER HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### TERM AND TERMINATION

Term: This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

**Termination for Cause:** Either party may terminate this agreement at any time, on [14 days] prior written notice if the other party breaches any of its material responsibilities or obligations under this Agreement and fails to cure that breach during that [14 day] period.

**Termination for Insolvency:** Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

**Termination by Mutual Agreement:** This agreement may be terminated by the mutual agreement of the parties.

**Termination for Convenience:** Either party may terminate this agreement at any time and for any reason on [14 days] prior written notice to the other party. If Client terminates the Agreement under this section, Designer shall, at Clients reasonable discretion, complete any work assigned or scheduled during the notice period in accordance with the terms and conditions of this Agreement.

**Termination Fees:** In the event of termination, Client shall pay Designer for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

**Intellectual Property:** If Client terminates and on full payment of compensation, Designer grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

**Confidential Information:** On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

## RIGHTS TO FINAL ART

**License:** Designer 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.

**Liquidation for unlicensed use:** Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Designer shall be entitled to further compensation equal to [75%] percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Designer shall be entitled to pursue all remedies under law and equity.

## RIGHTS TO DELIVERABLES OTHER THAN FINAL ART

**Client Content:** Client Content is the exclusive property of the Client. Client grants Designer a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

Date: November 14, 2018  
To: Tammy Freund – e-Commerce Design/Market Web (20542)  
From: Catherine Ziegler, Eugene Mueller, Lori Roberg – Students at Moraine Park Technical College  
Subject: e-Commerce Traffic Building Plan

**Preliminary Works.** Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Designer within thirty (30) days of completion of the Services.

**Designer Tools.** All Designer Tools are and shall remain the exclusive property of Designer. Designer grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

#### SUPPORT SERVICES

**Warranty Period.** During the first [2] months following expiration of this Agreement, Designer shall provide up to [8] hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Designers standard rate.

**Maintenance Period.** After the Warranty Period expires and at Client's option, Designer will provide Support Services for the following [6] months for Designer's hourly fees of [\$35] per hour.

**No Enhancements:** The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.

#### ENHANCEMENTS

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables. Designer shall exercise commercially reasonable efforts to prioritize Designer's resources to create such enhancements. Client understands Designer may have preexisting obligations that may delay requested enhancements. Designer shall provide any enhancements shall be provided on a time and materials basis at Designers standard rate.

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

#### DISPUTE RESOLUTION

**Negotiation:** Parties agree to attempt to resolve any dispute by negotiation between the parties.

**Arbitration/Mediation:** 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.

**Litigation:** In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of [Wisconsin]. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

**Attorney Fees:** The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

#### GENERAL

Date: November 14, 2018  
To: Tammy Freund – e-Commerce Design/Market Web (20542)  
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Subject: e-Commerce Traffic Building Plan

**Modification/Waiver:** 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.

**Notices.** 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.

**No Assignment.** Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

**Governing Law.** This Agreement shall be governed by the law of [Wisconsin].

**Severability:** 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:** 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.



Date: November 14, 2018  
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## Acceptance & Agreement

### Signatures

Client's signature below authorizes designer to begin work. If the information and terms in this proposal are to Clients satisfaction and approval, kindly return a signed copy of this Project Proposal to Designer.

Designer Signature

Print Designer Name

Date

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Client Signature

Print Client Name

Date

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Date: November 14, 2018  
To: Tammy Freund – e-Commerce Design/Market Web (20542)  
From: Catherine Ziegler, Eugene Mueller, Lori Roberg – Students at Moraine Park Technical College  
Subject: e-Commerce Traffic Building Plan

## Resources

### Industry Information

<http://www.cnbc.com/2014/02/26/revery-revolution-heats-up.html>  
<https://www.statista.com/topics/1806/craft-beer-in-the-us/>  
<https://www.brewersassociation.org/statistics/number-of-breweries/>

### Search Engine Optimization

<https://metamend.com/archive/education/search-engine-positioning/>  
<https://www.reliablesoft.net/what-is-the-difference-between-onsite-and-offsite-seo/>  
<https://uproer.com/articles/small-business-seo-strategies/>

### Use of Affiliates

<https://www.livepepper.com/>  
<https://www.restoconnection.com/affiliate-marketing-for-restaurants/>  
<https://craftbeerclub.com/affiliate-program/>  
<https://pureresiduals.com/top-10-affiliate-programs/>

### Link Exchanges

[https://www.webopedia.com/TERM/R/reciprocal\\_link.html](https://www.webopedia.com/TERM/R/reciprocal_link.html)

### E-Mail and Newsletters

<https://mailchimp.com/pricing/>  
<https://www.getresponse.com/?vhp=b>