

Letter of Agreement

THE DEVS LIMITED
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September 2, 2013
Mr. Muchiri Wanyoike
AcademicEssayWritings.com

Confirmation of Engagement Job No.: 001

Project Title/Description: AcademicEssayWritings.com Redevelopment
Particulars: As indicated in the requirements document emailed by the client.
Works on modern browsers: IE9+, Latest Build of Firefox, Chrome and Safari.
No mobile support.

Schedule: Preliminary Designs: 13th September 2013, **Final product:** 23rd September 2013

Fee: KSH 70,000 (\$ 800)

TERMS

- Revisions:** Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after 3 preliminary design revisions, and for additions to project scope.
- Payment Schedule:** Twenty Five percent (25%) upon project commencement, Twenty Five percent (25%) upon design completion, 50% upon project completion within the specified time. The client is entitled to a money-back guarantee if the project is not completed 30 days beyond deadline.
- Payment Terms:** Ten percent (10%) monthly service charge will be billed against late payments. Grant of copyright is conditioned upon final payment, and upon Client's compliance with the terms of this agreement.
- Cancellation Fees:** In the event of Cancellation, Designer will be compensated for services performed through the date of cancelation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
- Credits and Promotion:** Designer reserves the right to include screen shots of the completed work in his portfolio. Designer reserve rights to include his link at the footer of the website.
- Preliminary Works:** Designer retains all rights in and to all Preliminary Designs. Preliminary Designs shall remain the exclusive property of Designer.
- Permissions and Releases:** The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- Miscellaneous:** This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/or binding arbitration through a Kenyan Law Agency. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the Kenya.

This Agreement must be signed by both parties before Designer can schedule or begin this job.

Designer Signature

Designer Name

Date

Client Signature

Client Name

Date
