





LEAVE YOUR SUPPORT

NEEDS WITH US

Project proposal: **Web Support Retainer**  
Client: **Example Company**  
Delivered on: **Not yet submitted**  
Submitted by: **Your name**

Overview & Goals

OVERVIEW AND GOALS

Dear <client name>,

Congratulations. You launched a wicked new website. The functionality is top notch, the look and feel is sharp, the content is compelling, and your conversion rate would make the Hare Krishnas jealous.  We know it was a lot of work to get here but it's not over yet. In fact, it’ll never be over if you truly want a return on your investment.  If you don’t monitor your site, measure performance, and improve it on a regular basis, your website will easily fall out of date, out of sync, and out of line with your business goals.

With a website maintenance retainer, we'll ensure your shiny, happy, new website continues to perform well for you and your users. You’ll save money in the long term and protect your current investment by doing ongoing maintenance, testing, and iterative improvements. It means you won’t have to do a major ground-up redesign of your site because it will never fall out of date.

Sincerely,

<your name>  
  
<your company>

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Scope of Services

SCOPE OF SERVICES

Here's what is included in your monthly retainer:

* Phone and email-based technical support
* Bug fixes and enhancements
* Minor design and content updates
* Training on WordPress and Mailchimp platforms
* Updates to WordPress
* We'll communicate with your hosting provider if there are any issues
* We'll review your Google Analytics and send you a report each month with a list of recommendations

Note: We'll provide up to 10 hours of service each month. If any requested changes will take more than the budgeted hours, we'll provide a separate quote that will need to be paid on top of the retainer.

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Budget

| DESCRIPTION | PRICE | QTY | SUBTOTAL |
| --- | --- | --- | --- |
| **Web Maintenance Retainer (per month)**  Services each month listed under scope of work section | $1,000 | 6 | $6,000 |
| Total |  |  | $6,000 |

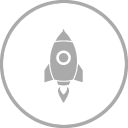
3

YOUR INVESTMENT

Above is the monthly budget we've estimated based on the scope of services outlined earlier in this proposal. If you have any questions about our pricing or need to increase or decrease the scope of work, please leave a comment and let us know.

**Core Budget**

Why Us?





Here at <your company>, we love building great websites for our clients but just as important to us is making sure those websites continue to function and prosper. It's a bit like hiring a landscaper to build you a gorgeous garden and then have them keep the lawn mowed, the beds weeded, and the bushes trimmed. And since we’re experts at building high-functioning, compelling websites, we’re also experts in keeping them that way. Best of all, we’re here to answer your questions and help you deal with any issues that may arise from hosting to HTML.

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Team Bios







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OUR TEAM

**Julia Hockney**

Design Director

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**Sam Barkhouse**

Technical Director

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**Melinda Amoud**

Marketing Director

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**Jason MacMillan**

Designer

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**Chris Voss**

Developer

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Contract

WEBSITE MAINTENANCE & SUPPORT RETAINER CONTRACT

**[Note: This is a sample contract - we are not lawyers and recommend you having your own legal counsel review any contract prior to sending out.]**

Date: Not yet submitted

Between "us", <your company>, and "you", Example Company

You Example Company, located at 123 Fake Street are hiring <your company> located at 125 Swank Drive to perform inbound marketing services for the estimated total price of $6,000.00/month as outlined in our previous correspondence.

**1.0 Services Rendered**

**Technical Support**

We'll offer support relating to your WordPress website and Mailchimp email software. We don't offer hosting, so you'll need to host your website with another company who will handle downtime or email issues relating to your hosting account.

**Changes and revisions**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don’t want to limit your ability to change your mind or make decisions later when you might be better informed.  The price at the beginning of this contract is based on the length of time we estimate we’ll need to accomplish everything you’ve told us you want to achieve, but we’re happy to be flexible. If you want to change your mind or add anything new, that won’t be a problem as we’ll provide a separate estimate for to cover the additional work.

**Errors**

We can’t guarantee that our work will be error-free (we’re human!) so we can’t be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you’ve advised us of them.6

**2.0 Mutual Cooperation**

We agree to use our best efforts to fulfill and exceed your expectation on the deliverables listed above. You agree to aid us in doing so by making available to us needed information pertaining to your website and to cooperate with us in expediting the work.

**3.0 Charges for Services Performed**

3.1 Requests above and beyond our monthly budget may be considered out-of-scope and an amendment to the budget will be recommended. Projects that go dormant for longer than 45 days will incur fee to resume work at the discretion of Agency Co..

**4.0 Terms of Payment**

**4.1 Billing Schedule**

We’re sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We’re also sure you’ll want to maintain a positive working relationship and keep the project moving forward,  so you agree to stick tight to the following payment schedule.

The total budget for this project: $6000.00 per month

Agency Co. will invoice Acme Widgets for fifty per cent (50%) of the first month fees at point of this signed contract agreement which will act as the deposit. The remaining 50% will be billed at the end of the first month. From that point forward we will invoice one the first of each month.

Example Company will supply <your company> with all necessary purchase order numbers and other internal information required for invoice processing before the close of the month of work (if applicable).

**4.3 Client Agreement to Pay**

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project. Every invoice after that will have 15 day payment terms. In the event payment is not made within 15 days, <your company> will charge a late payment fee of 1%  per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs <your company> pays for carrying overdue invoices from Example Company. In addition, <your company> reserves the right to stop work until payment is received.

**4.4 Collection Costs**

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

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**5.0 Cancellation of Plans**

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancelable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

**6.0 Responsibilities of <your company> and Example Company**

**6.1 <your company>’s Responsibility for Releases**

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

**6.2 Client Responsibility for Releases**

You guarantee that all elements of text, images, or other artwork you provide are either owned by your good selves, or that you have permission to use them.

Then when your final payment has cleared, copyright will be automatically assigned as follows:

You’ll own the visual elements that we create for this project. We’ll give you source files and finished files and you should keep them somewhere safe as we’re not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We’ll own the unique combination of these elements that constitutes a complete design and we’ll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

**6.3 Client Responsibility for Accuracy**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

**7.0 Confidentiality**

<your company> acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by <your company> on behalf of Example Company or disclosed by Example Company to <your company>.

**8.0 Term and Termination**

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**8.1 Period of Agreement and Notice of Termination**

This Agreement shall become effective as of DATE HERE and shall continue until terminated by either party upon not less than 60 days’ notice in writing given by either party to the other.

**8.2 Termination for Cause**

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

**8.3 Payment for Non-Cancelable Materials?**

Any non-cancelable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the Example Company, that any such materials and services, are non cancelable.

**8.4 Materials Unpaid For**

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

**8.5 Transfer of Materials**

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Example Company to <your company>, <your company> shall transfer, assign and make available to Example Company all property and materials in its possession or control belonging to Example Company. Example Company agrees to pay for all costs associated with the transfer of materials.

**9.0 General Provisions**

**9.1 Governing Law**

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This Agreement shall be governed and construed in accordance with the laws of the Province/State of STATE/PROVINCE.

**9.2 Representations and Warranties**

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

**9.3 Entire Agreement**

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

**9.4 Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement will remain in full force and effect.

John Doe, to accept this contract, click the accept button and sign at the prompt. You will be emailed a copy for your records

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Signature

NEXT STEPS

1. Please read the contract on the previous page to make sure you understand all the details involved with us working together. It’s really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We’re happy to clarify any points and there may be some items that we can sort out together. We’re committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please click the 'sign here' button below.
4. Sign in the box that pops up to make the acceptance official.
5. Once we receive notification of your acceptance, we’ll contact you shortly to sort out next steps and get the project rolling.
6. We’ll email you a separate copy of the signed contract for your records.
7. If you’d like to speak to us by phone, don’t hesitate to call

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