



March 30th, 2012

tel 425.672.1879
cell 805.570.3561
rwldesign.com
ryan@rwldesign.com

505 5th Ave S. #202
Edmonds, WA 98020

Dear Jesse,

Enclosed is our estimate to redesign your website and help you innovate and manage a strong, ongoing presence online.

Our goals are to make your organization brilliant in the eyes of your audience and add value to help effectively reach them. Our approach is agile. Throughout the entire process, we frequently show the project's progress. Working this way allows for quick feedback and changes to meet your goals.

We are working to complete some existing projects and could begin dedicating time for this project in early May.

The following estimate is a best guess of how long we think it will reasonably take. Major changes in scope or design will increase the time needed, but we will stay in contact and let you know before there is a major increase.

To move forward, we can create a timeline for each milestone and start discussing more about who your organization is, your specialty, and how best to tell your story.

We will ask for a small deposit, but then will bill our time as we finish each milestone for the website.

Please contact me with any questions. I look forward to talking with you soon.

Thank you,

Ryan Lonac



RWL Design
Ryan Lonac
505 5th Ave S. Suite #202
Edmonds, WA 98020

425.672.1879 t ryan@rwldesign.com
805.570.3561 c rwldesign.com

ESTIMATE

ESTIMATE NUMBER 031842
ESTIMATE DATE Mar 30, 2012
VALID UNTIL Apr 30, 2012
ESTIMATE TOTAL \$4,060.00

Website Redesign

Our Three Moms
832-667-7368

3117 NE 43rd St.
Vancouver WA 98663

Breakdown	HRS / QTY	RATE / AMT	SUBTOTAL
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Consulting	6	\$116.00	\$696.00
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Project Consulting
Review Meetings

Web Design and Development	20	\$116.00	\$2,320.00
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Create Design Mocks for New Layout and Design
Create Modern, Responsive Theme for the Latest Wordpress Version
Integrate New Theme with Wordpress

Integrate Campaign Monitor	7	\$116.00	\$812.00
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Integrate Campaign Monitor Email Signup Forms to Build Newsletter Database
Design and Create HTML Email Template for Newsletters

Integrate Wufoo	2	\$116.00	\$232.00
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Integrate Wufoo for Easy Contact Form Management for Admins and Users

Subtotal \$4,060.00

Estimate Total valid until Apr 30, 2012 \$4,060.00

ESTIMATE OF PRINTING is based on quantity and specs outlined above. Final Shipping costs and/or rush costs are not represented. Printing costs are subject to change. Client will be notified if estimate is no longer accurate.

ESTIMATE OF HOURS is based on number of hours projected to complete the project. A change in scope, features, or design may change the number of hours necessary for completion.

THANK YOU for choosing RWL Design.

CODE OF FAIR PRACTICE The client and RWL Design agree to comply with the provisions of the Code of Fair Practice.



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Web Design & Development

Time for Payment

Payment is due at each milestone upon the Client's acceptance of the Deliverables. All invoices are payable within 30 days of receipt. The grant of any license or right of copyright is conditioned on receipt of full payment.

Default in Payment

The Client shall assume responsibility for all collection of legal fees necessitated by default in payment.

Estimates

If this form is used for an estimate or assignment confirmation, the fees and expenses shown are minimum estimates only (Best Guess). Final fees and expenses shall be shown when invoices are rendered. The Client's approval shall be obtained for any increases in fees or expenses that exceed the original estimate by 10% or more.

Expenses

The Client shall reimburse the Developer for all expenses arising from this assignment, including the payment of any sales taxes due on this assignment.

Internet Access & Hosting

Access to Internet will be provided by separate Internet Service Providers (ISPs) to be contracted by the Client or billed by the Developer and who will not be party to this agreement. Hositng Prices will vary upon use and Pricing set forth by the contracted ISPs.

Progress Reports

The Developer shall contact or meet with the Client on a mutually acceptable schedule to report all tasks completed, problems encountered, and recommended changes relating to the development and testing of the Web site. The Developer shall inform the Client promptly by telephone upon discovery of any event or problem that may delay the development of the work significantly.

Developer's Guarantee for Program Use

The Developer guarantees to notify the Client of any licensing and/or permissions required for art generating/driving programs to be used.

Changes

The Client shall be responsible for making additional payments for adjustments in feature scope, changes in design, or changes in functionality that require more time than originally budgeted or planned. The Client shall offer the Developer the first opportunity to make any changes.

Testing and Acceptance Procedures

The Developer will make every good-faith effort to test all deliverables thoroughly and make all necessary corrections as a result of such testing prior to handing over the deliverables to the Client. The Developer shall designate **Ryan Lonac** and the Client shall designate **Jesse Krynak** as the only designated persons who will send and accept all deliverables and receive and make all communications between the Developer and the Client. Neither party shall have any obligation to consider for approval or respond to materials submitted other than through the designated persons listed above. Each party has the right to change its designated person upon 5 business days notice to the other.

Web Site Maintenance

The Developer agrees to provide the Client with reasonable technical support and assistance to maintain and update the Web site on the Internet for the regular hourly rate of the Developer. Maintenance shall not include the development of enhancements to the originally contracted project.



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Web Design & Development

Enhancements

Under the maintenance agreement, if the Client wishes to modify the Web site, the Developer shall be given first option to provide a bid to perform such enhancements.

Confidential Information

The Developer acknowledges and agrees that the source materials and technical and marketing plans or other sensitive business information, as specified by the Client, including all materials containing said information, that are supplied by the Client to the Developer or developed by the Developer in the course of developing the Web site are to be considered confidential information. Information shall not be considered confidential if it is already known through no act of the Developer.

Return of Source Information

Upon the Client's acceptance of the Final Version, or upon the cancellation of the project, the Developer shall provide the Client with all copies and originals of the source materials provided to the Developer.

Ownership of Copyright

Client acknowledges and agrees that Developer retains all rights to copyright in the subject material created for the project.

Ownership and Return of Artwork

The Developer retains ownership of all original artwork, in any media, including digital files, whether preliminary or final. The Client waives the right to challenge the validity of the Developer's ownership of the art subject to this agreement because of any change or revolution of the law and will return all artwork within 30 days of use.

Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and any original artwork shall be retained by the Developer. Refund will only be given on unpaid time.

Copy-Protection

The Client must copy-protect all final art that is the subject of this agreement against duplication or alteration.

Credit Lines

The shall be given credit appropriately on finished project.

Alterations

Any electronic alteration of original art (color shift, mirroring, flopping, combination cut and paste, deletion) creating additional art is prohibited without the express permission of the developer. The Developer will be given first opportunity to make any alterations required. Unauthorized alterations shall constitute additional use and will be billed accordingly.

Warranty of Originality

The Developer warrants and represents that: to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Developer has full authority to make this agreement; and that the work prepared by the Developer does not contain any scandalous, libelous, or unlawful matter This warranty does not extend to any uses that the Client or others may make of the Developer's product that may infringe on the rights of others
CLIENT EXPRESSLY AGREES THAT IT WILL HOLD THE



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DEVELOPER HARMLESS FOR ALL LIABILITY CAUSED BY THE CLIENT'S USE OF THE DEVELOPER'S PRODUCT TO THE EXTENT SUCH USE INFRINGES ON THE RIGHTS OF OTHERS.

Unauthorized Use and Program Licenses

The Client will indemnify the Developer against all claims and expenses arising from uses for which the Client does not have rights to or authority to use. The Client will be responsible for payment of any special licensing or royalty fees resulting from the use of graphics programs that require such payments.

Limitation Of Liability

Client agrees that It shall not hold the Developer or his/her agents or employees liable for any incidental or consequential damages that arise from the Developer's failure to perform any aspect of the Project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Developer or a third party. Furthermore, the Developer disclaims all implied warranties, including the warranty of merchantability and fitness for a particular use.

Dispute Resolution

Any disputes in excess of \$5,000 (WA Claims Court) arising out of this Agreement shall be submitted to final binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Developer.

Acceptance of Terms

The signature of both parties, or in absence of signatures payment for the project received from the Client, shall evidence acceptance of these terms

Project Our Three Moms

Client Our Three Moms

Signed: _____

Date: _____

Developer RWL Design

Signed: _____

Date: _____