

[Document title]

Proposal for



* {#selectedItems}

*Put bulleted list of selected items here.*

* {title}
  + {quantity}
  + {cost}
  + {costPerPage}

{/selectedItems}

{firstName} {lastName} {totalCost}

[Grab your reader’s attention with a great quote from the document or use this space to emphasize a key point. To place this text box anywhere on the page, just drag it.]

Overview and Goals

Dear {firstName},

{firstName} {lastName}

It was great to speak with you today about creating your website and we look forward to working you. When we have finished your website it will be fast loading, easy to navigate, and provide your clients with a great experience whether they are viewing it on their mobile-phone, tablet, laptop, or desktop. If your website is currently missing any of the above mentioned features then you could potentially be losing out on a lot business. This is because most people in today’s world use the internet to choose companies before buying from them based on what they see online, so if the first experience with your company for anyone who sees it online is anything less great, we can help you. The great experience your customer’s will have on your website when we are completed will give you a much better chance of them actually staying on your website and seeing what you have to offer. We are so confident in our ability to accomplish this that we will give you a 30 day money guarantee on our work. This is the purpose of Levabyte, we are a small business helping small businesses provide great online experiences to their customer’s.

Sincerely,

Jordan Mamroud

Levabyte Consultant

Our process

Planning

We will find out what is the most important information that customers are looking for on your website and design accordingly, also we will determine which features would be necessary for your site to deliver the best experience to your customers. This stage will give us the foundation for moving forward and designing your website to provide your visitors with a great experience.

Design

Once have this information, we’ll set to work creating different designs for you to choose from for your website so that you can select the one you love the most and approve it so we can get to work on bringing your new website to life for you. Wireframes look like simple skeletons of your website without the visual polish of the finished design, allowing us to experiment and iterate on solutions quickly so that we have a good sense of how content should be laid out across different screen sizes.

Development

Once you’ve approved the design, we’ll start building your website using a WordPress theme, HTML, CSS, and JavaScript. Your website will be compatible with all modern browsers including Firefox, Google Chrome, and IE 9 and above. Also your website will be developed to be mobile responsive so that it will look great on mobile phones as well.

Testing

Once your site is fully developed what we will do is test it across multiple browsers for multiple devices. We do this make sure that your websites quality remains high no matter which device or browser it is being viewed on. When we are done with the testing phase your Website will be compatible with IE 9 and above, google chrome, Mozilla Firefox, and Oprah.

Launch

Once the development and testing process for your website is completed we will make your new website live. After your site is live on your domain you will always be able to contact us for any changes that you would like to make to the website. Also we do offer an optional WordPress training service where we would teach you how to make changes to your site on your own.

Customer Service

Anytime that you have any questions or concerns you will always be able to reach us at 732-641-4141 or email us at [customerservice@levabyte.com](mailto:customerservice@levabyte.com) . It is extremely important to us that you have a wonderful experience with our company and for that reason we make it a priority to respond to you promptly.

Referrals

Our goal is for you to have such a good experience with our company that you will refer us to all of your friends so that they can see how we can help them as well. Also for each one of your friends that you refer to us and we complete their website you will be able to choose a thank you gift from our list of available giveaways. ( todo - referral rewards here )

|  |  |
| --- | --- |
| **Phase** | **Days to complete** |
| Research | 2 |
| Design | 3 |
| Development | 7 |
| Testing | 3 |
| Launch | 1 |
| **Total Days to completion** | **16** |

Time Frame

Payment Schedule

The payment schedule is broken down into 4 pieces. It is designed to give you peace of mind because you will know that you will still be holding onto a large portion of the money until you have received your website containing all of the agreed upon aspects from the design and development.

1. 25% deposit upon agreement signing
2. 25% after you have approved the design
3. 25% after the website is fully functional and has been tested
4. 25% after launch

Example: Agreement price $10,000.

1. $2500 deposit
2. $2500 upon design approval
3. $2500 upon functionality and testing completed
4. $2500 after launch

STATEMENT OF WORK

* Design template
* Google maps and contact form integration
* Google Analytics installation
* Domain Registration
* 2 years hosting
* Email integration
* Mobile Responsive Design
* Copyright service for text on your website
* Images for your website
* Up to 5 pages for your website
* Fully setup blog
* On site SEO

CONTRACT

Date: Not yet submitted

Between "us", Levabyte, and "you", Acme Widgets

You Acme Widgets, located at 123 Energy Street are hiring Levabyte L.L.C located to design and develop a web site for the estimated total price of (todo- price goes here) as outlined in our previous correspondence.

**1.0 Services Rendered**

**TEXT CONTENT**

Writing or inputting any text copy is not included in this contract. If you’d like us to write new content or input text for you, we’re happy to provide a separate estimate for that.

**PHOTOGRAPHS**

You’ll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries and style of photography/images. You will provide the photographs unless otherwise specified.

**BROWSER TESTING**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person’s experience of a design should be appropriate to the capabilities of a browser or device.

**DESKTOP BROWSER TESTING**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), and Mozilla Firefox. We’ll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We’ll implement a single column design for Internet Explorer 7 and below for Windows but we won’t test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

**MOBILE BROWSER TESTING**

Testing popular small-screen devices is essential in ensuring that a person’s experience of a design is appropriate to the capabilities of the device they’re using. We test our work in:

* iOS: Safari
* Android 4.1: Google Chrome, Firefox
* Android 3.2: Browser, Firefox

We currently don’t test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

**Hosting/registration**

We’re not a website hosting company so we don’t offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you do not we can register a domain of your choosing for you and will also setup your website hosting. If we are providing this service it will be specified in the statement of work.

**CHANGES AND REVISIONS**

We don’t want to limit your ability to change your mind or make decisions later. If you want to make any changes to the website or add anything new, that won’t be a problem as we’ll provide a separate estimate for to cover the additional work.

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**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.

**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 Functionality or feature requests above and beyond those listed in the budget and/or the functionality specs 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 Levabyte.

**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 so that we can keep the project moving forward.

The total cost for this project: (todo – add project cost here). The billing schedule will go as follows

1. 25% deposit upon agreement signing.
2. 25% upon design approval
3. 25% upon development and testing completion
4. 25% after launch is complete.

Levabyte will require a deposit from Acme Widgets for twenty-five percent of the total cost of the project once the contract agreement is signed. This is a non-refundable deposit that will go towards the cost of the project and work will not begin until the deposit has been received. Then once Acme Widgets has approved the final design, Levabyte will invoice Acme Widgets for an additional 25% of the total cost. After development and testing of Acme Widgets website is completed Levabyte will invoice acme widgets for an additional twenty-five percent of the total cost. Then the remaining twenty-five percent of the project cost will be invoiced after Acme Widgets website has been launched.

**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, levabyte 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 levabyte pays for carrying overdue invoices from Acme Widgets. In addition, levabyte reserves the right to stop work until payment is received.

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**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.

**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 Levabyte and Acme Widgets**

**6.1 LEVABYTE'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**

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Levabyte 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 Levabyte on behalf of Acme Widgets or disclosed by Acme Widgets to Levabyte.

**8.0 Term and Termination**

8.1 Period of Agreement and Notice of Termination

This Agreement shall become effective as of (todo –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 Acme Widgets, 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**

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

**9.0 General Provisions**

**9.1 GOVERNING LAW**

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.