October 25, 2018

ATTENTION: MR. JOHN WALTER P. TALAVERA

I am pleased to submit the proposal for the Design and Development of your website.

This contains our understanding of the background, objective and scope of the project, our proposed approach, development and technology; as well as the project schedule, staffing and fees.

## 1. SCOPE OF WORK

| Phase / Component | Particulars |
| --- | --- |
| Design | *See section 5 for details* |
| Front-End Development | *See section 5 for details* |
| Back-End Development | *See section 5 for details* |

## 2. PROJECT SCHEDULE

The project is estimated to take **THIRTY (30) DAYS** or the equivalent of **ONE (1) MONTH** from the time we collect the agreed down-payment and all the materials and documents needed for the project. This time estimate also assumes that *The Client* will assign a business liaison and a technical liaison who will both actively participate in the specification, testing and deployment of phases.

## 3. PROJECT DELIVERABLES

*The Developer* will deliver the finished product and source files to *The Client* after completion of the project.

The following will be turned over:

    a.   HTML and CSS style sheets
    b.   Image files
    c.   Source files – Photoshop .PSD files
    d.   Content Management System modules
    e.   Admin Login Details

## 4. PROJECT ROLES AND RESPONSIBILITIES

*The Developer* and *The Client* are expected to meet and fulfill certain project responsibilities for the development of the website project.

*Developer's* responsibilities include:
1. To design and develop the Client's website
2. Initiate and schedule meetings and consultations with the Client
3. Project staffing
4. Turnover of the project deliverables
5. Provide the optional services to the Client as the needs may demand

*The Client's* responsibilities include:
1. Website requirement specification and approval
2. Participation in all meetings, presentations and feedback activities
3. Provide *The Developer* with materials necessary in making the website
4. Project staffing necessary for coordination between *The Developer* and *The Client*
5. Acceptance testing of the website

## 5. PROJECT COST AND BILLING SCHEDULE

The agreed fee is based on the scope of work and approach outlined in this contract.

In addition, when delays caused by *The Client* occur and significantly affect the time for *The Developer* to complete the project, a re-estimation of the fees will likewise be needed.  Where extra effort is required as a result of scope changes, *The Developer* will make an estimate of the fee impact and agree on these with *The Client* before incurring them.

## Project Costing

| Website Design and Development |
|---|
| **1: Design** |
|     I.   2 initial studies, containing homepage, and inner page templates |
| **2: HTML Development** |
|     I.   W3C compliant HTML and CSS codes<br>   II.  Responsive layout development (mobile and other devices)<br> III.  Banner/Slider on homepage<br> IV.  Inquiry/Sign Up/Contact Forms<br>  V.  Additional functionalities upon request |
| **3: Back-End Development** |
|     I.   Content Management System Framework |

## PROJECT COST          Php 20,000.00

**Payment Terms:**

Upon contract sign-off, a **50% down-payment** of the total project cost is required before we start the project; the remaining **50% to be settled** by The Client once the project is completed. *Payments for Domain/Hosting must be settled before the start of the project or during the design/development phase should the Client avail of this additional service*. Payments can be settled through bank deposit in cash or checks, and electronic money transfer such as PayPal or Western Union. Bank account numbers will be sent upon request.

Note: The indicated price is subject to the agreed project scope outlined above. The actual cost and development period is subject to change once the actual and final specifications have been evaluated. Any deviation of project scope will have an impact on the final contact price. Any additional components and/or services beyond the scope stipulated in this quotation shall be charged accordingly.

## 6. Cost- Free Maintenance

A maximum of **NINETY (90) WORKING DAYS** or an equivalent of **THREE (3) MONTHS** after the completion of the website shall be given as a cost-free maintenance, providing the changes will not affect the over-all flow of the developed system; no additional templates and graphics; and that the original design has not been tampered in any way.

Minor changes considered are the following:

  a. Color / Font change
  b. Text change
  c. Image changes

## 7. CANCELLATION OF PROJECT

*The Client* shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, *The Client* observes any non-conformance with the design plan, *The Developer* must be promptly notified, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of deposit and the possible billing for all additional labor or expenses to date. All elements of the project must then be returned to *The Developer*. Any usage by *The Client* of those design elements will result in appropriate legal action. *The Client* shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which *The Developer* may become a party by reason of this contract.

## 8. DELAYS AND PENALTIES

Any delay or nonperformance of any provision of this *Agreement* caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this *Agreement*, provided that the delayed party has taken reasonable measures to notify the other of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control.
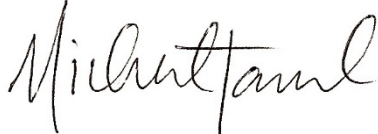
Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government after the date of the *Agreement*, power failure, fire, flood, acts of God, labor disputes, riots, acts of war or terrorism and epidemics. Failure of subcontractors and inability to obtain materials shall not be considered a condition beyond a party's reasonable control.

In the event that *The Client* fails to settle the remaining 50% within a 30 day period after *The Developer* accomplishes the service as stated on the project scope. *The Client* shall be liable to pay the late payment fee of 10% (*10% of the remaining balance*) for every month delay. *The Developer* reserves the right to demand full payment in case of default.

## 9. INTELLECTUAL PROPERTY CLAUSE

This proposal is strictly confidential. It has been prepared specifically in response to a request from *The Client* on the understanding that it will not be shown or passed to any person not an employee of *The Client.* It remains the property of *The Developer* until the project is finalized, and as such, the contents may not be disclosed to any third party. If *The Client* decides not to proceed with the project with *The Developer*, this proposal should be returned, together with assurances that no copies have been made.

**Submitted by:**

*(signature)*

Michael B. Tanael
Founder / Creative Director

**Accepted by:**

Name:

Position:

Signature:

Date: