**WEB SITE DEVELOPMENT CONTRACT**

Prepared For:

October 26, 2015   
Patterned Sweater Proposal

Southsea, Portsmouth, PO5, UK

Prepared By:

WAADE Enterprises

Winston Churchill Avenue, Portsmouth, PO1 2DJ, UK

Tel: 555-123-7890 Fax: 555-123-7891 email@example.com

**Scope of Work**I will develop a completely custom website for Patterned Sweater Proposal. The goal of this website is to provide Patterned Sweater Proposal with an online presence and to allow to website visitors to be able to request help about clothing tutorials, and others to respond with video tutorials.

The design process consists of four (4) phases: Concept, Design, Technical, and Testing. In the concept phase, I begin work by outlining the basic flow and gathering text and media for the website. In the design phase I create digital artwork for the outlined webpages and integrate the media and text. In the technical phase I enable the website server, domains, database and add interactive functionality like forms and emails. In the testing phase, I check the entire website to make sure it is operating as expected.

This website will work in all Grade-A browsers. It will not be designed to operate on mobile devices.

On the following pages, you will find a more detailed description of the project phases, timeline, due dates, deliverables and fees. You will also find a set of terms and conditions.   
  
Work Plan & Milestones

The table below outlines the work process phases, milestones, due dates, deliverables and fees needed to complete this project. This four phase process begins at the concept phase where everything is planned, then the design phase where look and feel (artwork) is produced, next is the technical phase where design is given life, and finally the testing phase where everything is thoroughly tested and reviewed. This process is designed to ensure project efficiency and your complete satisfaction.

|  |  |  |  |
| --- | --- | --- | --- |
| Concept Phase | | | |
| **Milestone** | **Due Date** | **Deliverables** | **Fee** |
| Work Begins | When Received | • Signed Contract | £000,0 |
| Information Architecture | Week 1 | • Site map  • Info Layout | £000,0 |
| Design Phase | | | |
| **Milestone** | **Due Date** | **Deliverables** | **Fee** |
| Visual Design | Week 2 | • Photoshop Design Template  • Photoshop Design Logo | £000,0 |
| HTML / CSS Template | Week 3 | • Design in html/css | £000,0 |
| Technical Phase | | | |
| **Milestone** | **Due Date** | **Deliverables** | **Fee** |
| Hosting Server | Week 4 | • Server Setup  • Domain Name Setup  • Database Setup | £000,0 |
| Programming | Week 5 | • Form javascript and PHP | £000,0 |
| Test Phase | | | |
| **Milestone** | **Due Date** | **Deliverables** | **Fee** |
| Initial Test | Week 6 | • Upload website to server with test credentials  • Tested Interface  • Tested form and email | £000,0 |
| Site Launch | Week 7 | • Move site to live status | £000,0 |
|  |  | **Total:** | £00,000.00 |

Detail

Thank you for this opportunity. If you have any questions or concerns regarding this project proposal or included terms & conditions, please don't hesitate to send an email: [up789041@myport.ac.uk](mailto:up789041@myport.ac.uk) ***.***

|  |  |
| --- | --- |
| Concept Elements | |
| **Description** | **Fee** |
| Consulting | £000,0 |
| Research | £000,0 |
| Site Outline | £000,0 |
| Design Elements | |
| **Description** | **Fee** |
| Site Template Design | £000,0 |
| Contact Form Design | £000,0 |
| Technical Elements | |
| **Description** | **Fee** |
| Server & Domain Setup | £000,0 |
| Contact Form Functions | £000,0 |
| HTML / CSS Development | £000,0 |
| **Subtotal:** | £000,0 |
| **Tax:** | £0 |
| **Total:** | £00,000.00 |

**Terms & Conditions**

1. **Parties:** This Agreement is entered into and is effective as of [DATE] by and between WAADE Enterprises (referred to herein as “Contractor”), and Patterned Sweater Proposal (referred to herein as “Client”), for the purpose of designing and building a Web Site and related software to reside at this URL: http://www.com. This Agreement shall commence on [DATE], and shall remain in effect until all obligations under this Agreement have been properly completed.
2. **General:**a.) Guarantee: Contractor represents and warrants to Client that it has the experience and ability to perform the services entered into by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement. The performance of this Agreement shall not infringe on or violate the rights of any third Party, nor violate any federal, state, and municipal laws.  
   b.) Production Processes: Client will not determine or exercise control as to general procedures or formats necessary to fulfill the Agreement to the Client's satisfaction.  
   c.) Independent Contractor: Contractor acknowledges that the services rendered under this Agreement shall be solely as an independent contractor. Contractor shall not enter into any contract or commitment on behalf of Client. Contractor further acknowledges that it is not considered an affiliate or subsidiary of Client, and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.  
   d.) Termination: Either Party to this Agreement may terminate this Agreement, with or without cause, by providing at least thirty (30) days written notice to the other Party. Upon termination of this Agreement, the Contractor shall deliver a Termination Invoice for work completed to date, which shall be paid by the Client. The Termination Invoice shall specify all unpaid work hours at the agreed hourly fee of £000, not to exceed the Total Cost Estimate of £000,000.00. On Termination all work completed to date shall be delivered to the Client in a usable electronic format.
3. **Payment:**  
   a.) Payment Schedule: Payment is due when Contractor completes each milestone as listed in the Work Plan and Milestones schedule, and Client accepts the Deliverables for that milestone.  
   b.) Invoices: All invoices are payable within fifteen (15) days of receipt. Invoices shall list any expenses and additional costs as separate items.
4. **Late payment:**  
     
   a.) Late Fee: A monthly service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances.  
   b.) Crediting Late Payments: Payments will be credited to late payments first, then to unpaid balances.  
   c.) Collection Expenses: Client shall pay all collection or legal fees caused by late payments.  
   d.) Withholding Delivery: Contractor may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.  
   e.) Withholding License: All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.
5. **Delays:**  
     
   a.) Contractor Delays: Contractor shall use all reasonable efforts to meet the Work Plan and Milestones delivery schedule. Contractor may extend the due date for any Deliverable by giving written notice to Client. The total of all extensions shall not exceed [DAYS] days.  
   b.) Client Delays: Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables.  
   c.) General Delays: Any delay caused by conditions beyond the reasonable control of the parties shall not be considered a breach and will result in a day-for-day extension any performance due. Each party shall use reasonable efforts to notify the other party, in writing, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.
6. **Confidentiality and Nondisclosure:**a.) Definition of Confidential Information: Each Party agrees that all information and materials disclosed by the Parties regarding a proposed business deal between the parties, including the terms and conditions of this Agreement and the existence of the discussion between the Parties, will be considered and referred to collectively in this Agreement as "Confidential Information". Confidential Information does not include information that is now or subsequently becomes generally available to the public through no fault or breach on the part of either Party; either Party can demonstrate to have had rightfully in its possession prior to disclosure to the receiving Party; is independently developed by either Party without the use of any Confidential Information; or either Party rightfully obtains from a third Party who has the right to transfer or disclose it.  
   b.) Nondisclosure and Nonuse of Confidential Information: The Parties shall not disclose, publish, or otherwise disseminate Confidential Information to anyone other than those of its employees and trusted subcontractors with a need to know, and each Party shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. The Parties accept the Confidential Information for the sole purpose of evaluation in connection with either Party’s business discussions with each other. Each Party shall not use Confidential Information otherwise for its own or any third Party's benefit without the prior written approval of an authorized representative of the disclosing Party in each instance. The foregoing restrictions on Confidential Information shall not apply to Confidential Information that is required to be disclosed in connection with any suit, action or other dispute related to the Confidential Information, or otherwise required to be disclosed as a matter of law.  
   c.) Miscellaneous: All Confidential Information remains the property of the disclosing Party and no license or other rights to Confidential Information is granted or implied hereby. All Confidential Information is provided "AS IS" and without any warranty, whether expressed or implied, as to its accuracy or completeness. Each Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing Party that may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement, in addition to any other rights and remedies each Party may have.
7. **Development Procedure:** The Parties shall, in the pursuance of Section 1.), conform to the following procedure in the sequence indicated:  
   a.) Scope: The Contractor agrees to construct a Web site such that its features shall conform to the specifications set out in the Technical Specifications Document, a copy of which is located at http://www..net/TechSpecs.doc. Work requests submitted by the Client requesting features beyond the scope of the Technical Specifications Document shall be considered Enhancements (see 4g.).  
   b.) Cost: The Contractor agrees to deliver all functionality specified in the Technical Specifications Document for a Total Cost not to exceed £00,000.00.  
   c.) Timeline: The Contractor agrees to make all reasonable efforts to deliver the functionality specified in the Technical Specifications Document by [DATE].  
   d.) Deposit Schedule: The Contractor verifies receipt of a Database and Template Development Deposit in addition to Design and Front-End Development Deposit, and agrees to commence work on the Web Site immediately and upload completed work as a Live Demo onto a Demo Directory, located at http://www..net/demo/. A tabular itemization of the Deposit Schedule follows:   
   e.) Database and Template Development Balance: On completion and testing of the Database and Template functionality as specified in the Technical Specifications Document, the Database and Template Development Balance shall be paid in the amount not to exceed £00,000.00  
   f.) Design and Front-End Development Balance: On Client approval of the Design and Front End of the Web site, as specified in the Technical Specifications Document, the Design and Front-End Development Balance shall be paid in the amount not to exceed £00,000.00  
   g.) Source Code Upload: On receipt of all outstanding balances by the Contractor, the Web site files shall be uploaded to the WAADE Enterprises’ Internet Server where it will reside at: http://www..com. After upload, the Contractor will test the uploaded files to ensure that full functionality has been delivered consistent with the Technical Specifications Document.  
   h.) Enhancements: Client may submit work requests for features beyond the scope of the Technical Specifications Document. On receipt of an Enhancement request, Contractor shall provide Job Estimates at the hourly rate of £000 for such work. The Job Estimate shall specify the amount of time required to perform each task, and a description of each task. The Job Estimate shall include the Total Estimated Fee for the Job. The Contractor shall agree to complete the tasks defined in the Job Estimate and shall not exceed the Total Estimated Fee.   
   i.) Alterations: Alteration of any Deliverable is prohibited without the express permission of Contractor. Contractor will be given the first opportunity to make the required alterations. Unauthorized alterations shall constitute additional use and will be billed accordingly.
8. **Changes to Project Scope:**a.) Change Request: If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send Contractor a written Change Order describing the requested changes in detail. Within five (5) days of receiving a Change Order, Contractor will respond with a statement proposing designers availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions. Contractor will evaluate each Change Order at its standard rate and charges.  
   b.) Major Change: If Client requests are at or near ten (10%) percent of the time required to produce Deliverables, or the value of the Scope of Services, Contractor shall be entitled to submit a new and separate Proposal to Client for written approval. Contractor shall not begin work on the revised services until he receives a fully signed revised proposal and any additional fees.  
   c.) Minor Change: If Client requests are not Major Changes, Client will be billed on a time and materials basis at Contractor’s hourly rate of £00 per hour. Such charges shall be in addition to all other amount payable under this Agreement, despite any maximum budget, contract price or final price identified. Contractor may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.  
   d.) Acceptance/Rejection: Client will have ten (10) days to respond in writing accepting or rejecting the new proposal. If Client rejects the proposal, Contractor will not be obligated to perform any services beyond those in the original Agreement.
9. **Evaluation and Acceptance:**a.) Testing: Contractor will test and correct Deliverables using commercially reasonable efforts before providing Deliverables to Client.  
   b.) Approval Periods: Client shall, within five (5) business days after receiving each Deliverable, notify Designer in writing of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required. Contractor shall, within five (5) business days of receiving Client’s notification, correct and submit a revised Deliverable to Client. Client shall, within five (5) business days of receiving a revised Deliverable, either approve the corrected version or make further changes. If after three (3) corrections by Contractor, Client finds the Deliverables are not acceptable, Client may terminate this agreement subject to the termination clauses of this Agreement. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.
10. **Copyright:**a.) Original Ownership: All original icons, logos, illustrations, and graphic designs created by the Contractor for use on the Client Web site are the exclusive property of the Contractor until receipt of the Total Fee amount.  
    b.) Transfer: On receipt of the Total Fee by the Contractor, Client is authorized to have exclusive use of all icons, logos, illustrations and graphic designs appearing on the Client Web site for purposes of marketing, advertising, and promotion of the Client and its subsidiaries. Contractor agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose, or otherwise make the work product available to third Parties without Client's prior written consent. Any rights granted to Contractor under this Agreement shall not affect Client's exclusive ownership of the work product.   
    c.) Credits: For a period of at least 1 year beginning on date of written consent to allow Web Developer Credits, and as long as the Contractor is performing Services for Client, Client agrees to allow the Contractor to claim credit for Services rendered by posting a link, visible to search engines, to [Developer’s URL] on Client’s Site and in author meta tags of Client’s Site.
11. **Rights to Final Art:**  
      
    a.) License: Contractor grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Client may not change, create derivative works or extract portions of the Final Deliverables.  
    b.) Liquidation for unlicensed use: Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. Contractor shall be entitled to further compensation equal to fifty (50%) percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, Contractor shall be entitled to pursue all remedies under law and equity.
12. **Rights to Deliverables Other Than Final Art:**  
      
    a.) Client Content: Client Content is the exclusive property of the Client. Client grants Contractor a nonexclusive, nontransferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Contractor’s performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.  
    b.) Preliminary Work: Contractor retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to Contractor within thirty (30) days of completion of the Services.  
    c.) Designer Tools: All Designer Tools are and shall remain the exclusive property of Contractor. Contractor grants Client a nonexclusive, nontransferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.
13. **Support Services:**a.) Warranty Period: During the first [MONTHS ]months following expiration of this Agreement, Contractor shall provide up to [HOURS] hours of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis at Contractor’s standard rate.  
    b.) Maintenance Period: After the Warranty Period expires and at Client’s option, Contractor will provide Support Services for the following three (3) months for Contractor’s hourly fees of (£000) per hour.   
    c.) No Enhancements: The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the Proposal.
14. **Entire Agreement and Governing Law:** This Agreement constitutes the entire agreement with respect to the Design and Development of the Client Web site and supersedes all prior or contemporaneous oral or written agreements concerning such confidential information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of United Kingdom, excluding that body of United Kingdom law concerning conflicts of law.

**Signature:** Understood and Agreed to by duly authorized representative of the Parties.

**Total cost** £00,000.00

IN WITNESS WHEREOF

Signed on behalf of WAADE Enterprises

At……………………………….

Date…………………………….

Witness…………………………

Full Name………………………

Address………………………..

………………………………….

Signed on behalf of Patterned Sweater Proposal

At……………………………….

Date…………………………….

Witness…………………………

Full Name………………………

Address………………………..

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