

PROPOSAL AND TERMS & CONDITIONS
FOR **TREADSTONE**

PROPOSAL

The following is a proposal of work to be done and a quote in cost regarding the work to be done.

SUMMARY I am pleased to have the opportunity to present this proposal/quote/working agreement to Alexander Conklin. This document outlines the proposed content, process, and price of design work to be done.

PROJECT SPECIFICS The work to be done contains one website design and development. The project consists of the following:

- 2-3 Home page design options
- About page
- Gallery page
- Contact page
- 1 year of web hosting

DESIGN PROCESS The project will be performed using the following process:

Phase 1: Home Page Designs - Mockups will be designed and presented to the client for review and selection.

Phase 2: Home Page Finalization - The selected home page will be revised until it is finalized.

Phase 3: Design of Remaining Pages - Pages mentioned under Project Specifics will be designed based on the style of the finalized home page.

Phase 4: Website Development - Pages will be developed in XHTML and CSS and setup for preview on a staging site.

Phase 5: Deployment - Website will be tested and launched.

PROJECT QUOTE \$5,000.

Any additional work not listed under Project Specifics will be charged at an hourly rate and billed on the final or subsequent invoice.

TERMS & CONDITIONS

This agreement defines the terms and conditions between CLIENT and DESIGNER. All projects or services that DESIGNER may be contracted to produce or provide for the aforementioned project will be subject to the terms below.

BILLING SCHEDULE

Payment will be due in three stages:

(1) 30% due upon acceptance of proposal. Work will be scheduled once initial payment is received.

(2) 50% due upon client's acceptance of initial home page design. Remaining work will be scheduled once this payment is received.

(3) Remaining 20% due prior to completion and delivery of project. Project will be delivered after final payment is received. Additional work completed will be charged during or after this stage, depending on time of completion.

Concept revisions, extensive alterations, or a switch in objectives sometimes makes it impossible to accurately estimate in advance the total cost of a project. The proposed project total reflects a good faith estimate based on the objectives and priorities of CLIENT. If the project scope changes to an extent that substantially alters the specifications described in the original estimate, a proposal revision memo will be submitted, and a revised or additional fee must be agreed upon before further work proceeds. DESIGNER reserves the right to refuse completion or delivery of work until past due balances are received.

EXTRA EXPENSES

Fees for professional services do not include outside purchases such as, but not limited to, photography, printing, copywriting, fonts, illustrations, shipping and handling or courier service. Excessive meetings and consulting calls may be charged at an hourly rate. Expenses are itemized on each invoice.

REVISIONS & ALTERATIONS

CLIENT shall be responsible for making additional payments for changes requested after completion or approval of the original assignment. However, no additional payment shall be made for changes required to conform to the original assignment description.

CANCELLATION

In the event of cancellation of the project, ownership of all copyrights and the original artwork shall be retained by DESIGNER. Any cancelled project is billed only through phases completed.

COPYRIGHT

Artists' rights to control usage of original creative artwork is defined primarily by copyright law, which also provides the basis for pricing and fair trade practices. Current copyright law (the Copyright Act of 1976) became effective January 1, 1978.

Under this law, the release of artwork will be granted with the following conditions: The grant for any license or right of copyright is conditioned on receipt of full payment. DESIGNER retains ownership of credit of all original artwork, whether preliminary or final. Rights of reproduction are transferred to CLIENT for purposes of promotion.

DESIGNER warrants and represents that, to the best of his knowledge, the work assigned hereunder is original and has not been previously published, that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent has been obtained on an unlimited basis; that DESIGNER has full authority to make this agreement; and that the work prepared by DESIGNER does not contain any scandalous, libelous or unlawful matter. The warranty does not extend to any uses CLIENT or others may make of the DESIGNER's product which may infringe on the rights of others. CLIENT expressly agrees that it will hold DESIGNER harmless for all liability caused by CLIENT's use of DESIGNER's product to the extent that such use infringes on the rights of others.

PRODUCTION SCHEDULES

Production schedules will be established and adhered to by both CLIENT and DESIGNER, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of CLIENT or DESIGNER. Where production schedules are not adhered to by the CLIENT, final delivery date or dates will be adjusted accordingly.

AGREEMENT SIGNATURES

CLIENT	Date
	
DESIGNER	Date
	