

# Website Design Proposal Template

**Prepared for:**

[Client Name], [Company Name]

**Prepared by:**

[Sender Name]. [Sender Company]

Prepared on: **2022-01-11**

Valid until: **2022-01-11**



## Intro

By signing the Website Design Proposal the [Client Company] and the [Agency Name] enter into a mutually binding agreement. The [Agency Name] agrees to deliver web design and development services, as detailed in the Proposal. The [Client Company] agrees to pay the corresponding fees for the delivered web design and development services. This document outlines the responsibilities of each side - the [Client Company] and [Agency Name].

It's each party's responsibility to review the Website Design Proposal and make sure that it agrees with its terms. Each party also has the right to consult with an attorney before it signs the document. By signing this Proposal both sides agree that this document holds the full scope of the project and reflects the full amount of the associated fees.

## Definitions

Definitions of terms that appear frequently in the Proposal.

“Proposal” means this proposal and any future changes and updates made to it.

“CLIENT” means [Client.Company], registered at (business address).

“AGENCY” means [Agency Name], registered at (business address).

“Parties” means collectively CLIENT and AGENCY.

“Project” or “Website” refers to the web design and development work as described in this document.

## How we work

As we put great emphasis on communication in our work with clients, we would like to ask that we're provided with a single point of contact within your team.

On our side we'll do the same, so we make sure that the person answering your questions is the one responsible for the successful completion of your project and the one who knows your project from start to end.

All your questions will be answered in a timely manner during regular business hours.

## Project Scope

1. The design and development of the CLIENT's website will be handled by the AGENCY. The goal is for the CLIENT to have an online presence and to reach out to a wider audience of clients. The CLIENT and AGENCY will have to agree that the most suitable platform for the development of this project is (platform name).
2. CLIENT will provide all texts and images for the website and will cover the associated costs. AGENCY will consult the CLIENT on the best phrasing (keywords) in terms of successful SEO ranking.
3. The CLIENT has to provide the AGENCY with access to the hosting server and has to purchase the domain name of the website. The AGENCY can take care of both the hosting setup and domain name registration at the CLIENT's expense.
4. These are the four stages that the website design and development process will go through:

**Defining the Project Scope** - During the first stage, the AGENCY will work with the CLIENT to define the general layout of the website. The CLIENT will provide the needed texts and images.

**Website Design** - During the second stage, the AGENCY will work on the website design, and together with the CLIENT they'll have to prepare the final design, that is ready to be coded.

**Website Development** - During the Website Development stage, the approved design will be coded, the website will be hosted on an external server and connected to a domain name.

**Testing** - During the Testing stage, the website will be tested by the Quality Assurance team of the AGENCY, which will make sure that all menus and forms are working as expected. The website is meant to work on desktop and mobile devices.

5. At the end of every development stage, the AGENCY has to receive the approval of the CLIENT to move forward with the next one.
6. This proposal outlines only the work on the website as specified in it. Any future changes and additions should be agreed to in a separate agreement.

# AGENCY Responsibilities

The work on the project will start in (XX) days after the Proposal is signed and the project will be completed on or before (a set date) or as outlined in the below timetable.

Development Stage	Estimated completion date
Defining Project Scope	11 Jan 2022
Website Design	11 Jan 2022
Website Development	11 Jan 2022
QA Stage	11 Jan 2022

The AGENCY will be updating the CLIENT on the progress of the website design and development work at least once a week. Any comments, questions, or suggestions by the CLIENT will be answered in a timely manner by the AGENCY.

It's possible that during the process of communication between the AGENCY and the CLIENT some sensitive information is exchanged. Both sides agree that any information exchanged between them will not be disclosed to the public or in private to any third parties unless previously agreed by the party which initially disclosed that information.

## CLIENT Responsibilities

The necessary hosting access and domain name registrar access needed for the website development and for the completion of the project should be provided by the CLIENT to the AGENCY.

The CLIENT should provide all necessary texts and visuals to the AGENCY, at their own expense.

Any AGENCY questions and requests in relation to the website design and development should be replied to in a timely manner.

The AGENCY is due to be paid by the CLIENT upon project completion a fee of \$XX, within a 14 day period of the date an invoice is issued.

# Pricing

Based on AGENCY estimations, the final cost for this project, including purchasing any graphic assets from third parties will be:

Name	Price	QTY	Subtotal
Wireframing Charged hourly	\$0.00	10	\$0.00
Illustrations Incl. 2 change requests	\$0.00	1	\$0.00
High-Fidelity Prototype Incl. 2 change requests	\$0.00	1	\$0.00
Branding Incl. 2 change requests	\$0.00	1	\$0.00
		Subtotal:	\$0.00
		Government Tax 10%:	\$0.00
		<b>Total:</b>	<b>\$0.00</b>

## Ownership

AGENCY and CLIENT agree that their intellectual property rights, patent rights, and trademarks and the same rights of third parties related to the project must be respected.

The AGENCY agrees that any images, videos, graphics, and photos used in the project are property of the AGENCY or that the AGENCY has paid to rightfully use them in the project. On the other hand, the CLIENT agrees that any images, videos, graphics, and photos it shares with the AGENCY are property of the CLIENT and that the CLIENT has paid to rightfully use them in the project. Both parties agree that design and graphic assets that are not owned by them or that the ownership rights of which have not been paid for, will not be used in the project. If, for any reason, these terms are violated, the infringing party should hold the other party indemnified and cover all monetary damages, including all attorney fees.

The ownership of the completed project will be transferred from the AGENCY to the CLIENT upon complete final payment. The AGENCY keeps its right to be showing the project to prospective clients.

Upon project completion, the AGENCY will transfer all files and design resources related to the project development to the CLIENT.

## Change Request

In case circumstances change for either side of the agreement after the Proposal is signed, the two parties agree that any actual changes to the project scope or cost, need to be approved in writing by both parties.

## General Terms

The parties agree that they have carefully read and understood this Proposal and that they have consulted their attorneys before they sign the document.

Signing this Proposal does not mean that the parties are forming a new company, partnership, joint venture, etc. They're still independent entities and one can not be responsible for the actions and decisions of the other.

None of the parties is allowed to assign or delegate their responsibilities to a third party without the written consent of the other party.

In case this Proposal is signed, during the work on the web design and development project information about both parties' employees and/or clients might be exchanged. Such information should be treated as confidential information, furthermore, none of the parties has the right to solicit work from the other side's clients or headhunt its employees or contractors.

In case of a breach of this Proposal, the parties agree to the following:

- The parties will try to resolve the issue between themselves in a 30 day period. Just after that, they will try to settle their argument in court.
- The parties agree that in case that their dispute must be settled in court, any action brought in connection with this agreement shall be brought only in the federal and state courts located in (State, Province, etc.)
- In the event a court of law finds any provision of this Agreement void and unenforceable, the remaining provisions shall remain in full force and effect.
- The damages awarded in case of breach of contract will be limited to the cost of the project, plus any attorney fees incurred during a lawsuit.

This Proposal is the entire agreement and none of the parties should have any expectations or requirements beyond the scope of the document.

EXECUTED this on DATE, by:

[Sender Company]

*Sender Signature*

11 Jan 2022

[Sender Name]

[Client Company]

*Client Signature*

11 Jan 2022

[Client Name]