WEB DEVELOPMENT PROPOSAL

Each party has had an opportunity, before signing this Website Design Proposal, to review these terms in detail and make sure that they properly reflect the parties' full agreement. The parties have discussed and revised the terms below, edited where necessary, and have had the opportunity to consult with a lawyer if they wanted. To their best understanding, this document includes the full scope of responsibilities that each party expects the other to perform to complete this project.

DEFINITIONS

1. The following terms are used frequently within the rest of the Web Design Proposal, so they are being defined here.

"Proposal" means this document and any modifications to it as allowed under the terms of this Proposal.

"CLIENT" means [::CLIENT COMPANY::], located at [::CLIENT COMPANY ADDRESS::].

"DESIGN FIRM" means [::DESIGN FIRM COMPANY::] located at [::DESIGN FIRM COMPANY ADDRESS::]

"Parties" means CLIENT and DESIGN FIRM, collectively.

"Project" or "Website" means the design and creation of a website for CLIENT as detailed in the "WEBSITE SPECIFICATIONS" section below.

WEBSITE SPECIFICATIONS

2. DESIGN FIRM will design and develop a website for CLIENT to provide CLIENT with an online presence and to provide information about CLIENT's company. This website will be created on WordPress (Version 3.9.1).

3. The Website will have the following pages as Main Menu Categories:

- HOME
- [::PAGE A::]
- [::PAGE B::]
- [::PAGE C::]
- [::PAGE D::]
- [::PAGE E::]
- Contact Us page will contain a form allowing website visitors to send a message to [CLIENT].

All text and photographs will be provided by, and at the expense of, [CLIENT] in consultation with [DESIGN FIRM].

4. The website will be hosted on Clients preferred hosting company at [CLIENT]'s expense. The domain name(s) that will be connected to this website are the following — [::URLS::]. CLIENT has already registered, or will register, these domain names at CLIENT's expense.

5. The design process will consist of four phases: Concept Development, Design, Technical, and Testing. In the Concept Development phase, [DESIGN FIRM] will begin work by outlining the basic flow of the website and gathering the text and images for the website. In the Design phase, DESIGN FIRM will create digital artwork for the outlined webpages and integrate the images and text. In the Technical phase, DESIGN FIRM will enable the website server, domains and add interactive functionality like forms and emails. In the Testing phase, both the [DESIGN FIRM] and [CLIENT] will check the entire website to make sure it is operating as expected. This website will work in all major desktop browsers, such as Google Chrome, Safari, Internet Explorer, and Firefox. In addition, website will also operate efficiently on browsers meant for mobile devices.

6. [CLIENT] and [DESIGN FIRM] will consult no less frequently than the end of each phase of the design process for CLIENT approvals.

7. After completion of the design and development of the website under this Proposal, any future modifications of content or other maintenance of the website will be the responsibility of the CLIENT unless the parties enter into a separate agreement for those services.

RESPONSIBILITIES OF DESIGN FIRM

8. DESIGN FIRM will start work on the project within One (1) business day/s of this Web Design Proposal being signed and Deposit secured, and will complete the work by [::COMPLETION DATE::] or according to a timetable set forth below:

Layout/Wireframe: [::LAYOUT TIME::]

Design: [::DESIGN TIME::]

Development: [::DEV. TIME::]

9. [DESIGN FIRM] will keep CLIENT updated on activities and progress at reasonable intervals, and reasonably respond to inquires regarding progress. [DESIGN FIRM] will allow CLIENT to propose modifications to design and content within the scope of the Website Specifications, or as agreed to in writing by the parties.

10. [DESIGN FIRM] understands that the CLIENT may share some non-public, sensitive business information to [DESIGN FIRM] while working on the PROJECT. DESIGN FIRM agrees to keep this information confidential and not disclose it to any outside parties.

RESPONSIBILITIES OF CLIENT

11. CLIENT will provide [DESIGN FIRM] with all necessary access to website hosting, domain name registries, or related service providers for the purposes of completion of its work under this Web Design Proposal.

12. Unless specified otherwise, CLIENT will provide [DESIGN FIRM] with all text, graphics, photos, designs, logos, trademarks, service marks, artwork or videos for the website at CLIENT's expense.

13. CLIENT will provide requested materials and respond to DESIGN FIRM questions in a timely manner.

14. CLIENT will pay DESIGN FIRM for its work under this Agreement as follows:

a. A flat fee of $[::FLAT FEE::], payable as follows:

- [::DEPOSIT::], Prior to starting development on the website.
- [::BALANCE::], Upon completion of website and satisfaction of development by [CLIENT].

b. Upon completion of website, [DESIGN FIRM] will bill on an hourly basis for services provided to [CLIENT] at a rate of $20/hour. DESIGN FIRM will send Invoices to CLIENT on a per project basis and payments will be due before start of project.

INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP OF WEBSITE

15. Both parties agree on the importance of respecting the intellectual property rights of others, including rights relating to patents, trademarks, service marks, and copyrights.

16. [CLIENT] guarantees that any elements of text, graphics, photos, designs, logos, trademarks, service marks, artwork, or video that it provides to the [DESIGN FIRM] for inclusion in the website are either owned by CLIENT, or that CLIENT has permission from the owner to use them on the website. Likewise, DESIGN FIRM guarantees that any elements of text, graphics, photos, designs, logos, trademarks, service marks, artwork, or video that it includes in the website has either been provided by the CLIENT, or is owned by the DESIGN FIRM, or used with permission of the owner for use on the website. Additionally, neither Party shall include within the website any functionality that is protected by a patent to which the Party has no license or permission to use. If either party, either intentionally or inadvertently, violates these guarantees, that party agrees to indemnify (pay for) any resulting damages to the other party based on a claim from the owner, including attorney fees.

17. As to the remainder of the project, intellectual property rights are designated as follows:

a. CLIENT owns the intellectual property rights to all text, graphics, photos, designs, logos, trademarks, service marks, or artwork, provided to DESIGN FIRM for purposes of this Web Design Proposal. DESIGN FIRM has a limited, royalty-free, right to use such items for the purposes of completing its obligations under this Proposal, and for purposes

of showing potential clients examples of DESIGN FIRM's work as outlined in paragraph 18.

b. DESIGN FIRM owns the intellectual property rights to all text, graphics, photos, designs, logos, artwork or other visual elements that DESIGN FIRM creates for CLIENT for this project until final payment is made by CLIENT. At that time, ownership shall pass to CLIENT, with DESIGN FIRM retaining a limited, royalty-free, right to use such items for the purposes of completing its obligations under this Proposal, and for purposes of showing potential clients examples of DESIGN FIRM's work as outlined in paragraph 18.

18. DESIGN FIRM will give CLIENT a copy of all files relevant to this Proposal to be safely stored. DESIGN FIRM is not required to keep them or provide any native source files used in making them. DESIGN FIRM will own the XHTML markup, CSS and other code and license it to CLIENT for use on only this project.

19. DESIGN FIRM reserves the right to display and link to the completed website as part of DESIGN FIRM's portfolio and to write about the project on websites, in magazine articles and in books about web design.

MODIFICATIONS TO WEBSITE DESIGN PROPOSAL

20. The Parties understand that sometimes circumstances change after an agreement is entered into that may affect the scope of work or the cost of performing the agreement. The Parties agree to the following procedures in this event.

21. Any significant modification to the scope of work to be performed by DESIGN FIRM must be agreed to by both parties in writing (email confirmation is acceptable), including any corresponding change in costs to be paid by CLIENT. For example, if CLIENT requests that the Website contain additional pages/content or functionality, the Parties must agree to the additional development and agree on the amount that CLIENT will pay to add this additional work.

GENERAL CONTRACT TERMS

22. The Parties each represent that they are authorized to enter into this Proposal and have had the opportunity to consult with their own attorney(s) in advance of executing this Proposal.

23. The parties are not intending this Website Design Proposal to create a partnership, agency, employer-employee, joint venture, or franchise relationship between DESIGN FIRM and CLIENT. Neither party will incur debts or make any commitments to third parties on behalf of the other.

24. Neither of the parties has permission to assign or delegate any of their responsibilities under this Proposal to anyone else without the prior written agreement of the other party.

25. The Parties acknowledge that they may obtain access to information regarding each others clients, employees or independent contractors during the course of this Web Design Proposal. Both Parties agree that they will not solicit any business from each others clients, hire the employee or independent contractor during the course of this Proposal, nor for one calendar year following termination of this Proposal, unless consented to in writing.

26. In the unlikely event that the Parties later have a dispute about the meaning of this Proposal or whether one or the other failed to meet their responsibilities under this Proposal, the Parties agree to the following:

a. The complaining party will provide a written explanation of their dispute to the other party, and the parties will then, within seven (7) days, in good faith discuss the dispute and seek a mutually acceptable resolution. If the dispute has not been resolved within thirty (30) business days after such good faith discussions begin, either party is free to assert its rights in court, if they choose.

b. In the event of such a dispute, the parties agree that this Proposal would be interpreted in accordance with the laws of the State/Province of California (with the understanding that laws regarding how agreements are interpreted is different from state to state) and that the venue, or location, of any dispute or lawsuit would be in the proper court for the County of Los Angeles in the State/Province of California.

c. If any part of this Proposal is determined by a court to be illegal, invalid, or unenforceable, this Proposal will be still be enforce between the parties as to the remainder of this Proposal.

d. Damages for breach of this Proposal will be limited as follows: to DESIGN FIRM, the total dollar amount of this Proposal; to CLIENT, the reasonable cost of performing any substitute work necessary to complete the project, and attorney fees and costs to the prevailing party in any lawsuit.

27. Neither party will be considered to acquiesce to any breach of this Proposal by the other party unless they say so in writing.

28. The party's responsibilities in this Proposal are subject to all relevant laws and government regulations.

29. This Web Design Proposal is the entire proposal between the parties. Neither party has any understandings or expectations from the other party that is not stated in this Proposal.

EXECUTED this [::DATE::], by:

[::NAME OF SIGNATORY FOR DESIGN FIRM COMPANY::] for

[::DESIGN FIRM COMPANY::]
[::DESIGN FIRM ADDRESS::]

323.834.2623
contact@yorube.co

Date of Signature: [::FIRMS SIGNATURE DATE::]

CLIENT:

[::NAME OF SIGNATORY FOR CLIENT COMPANY::] for

[::CLIENT COMPANY::]
[::CLIENT COMPANY ADDRESS::]

[::CLIENT COMPANY PHONE::]
[::CLIENT COMPANY EMAIL::]

Date of Signature: [::CLIENTS SIGNATURE DATE::]