



Website Quote & Agreement

The Client: Nordic Temperature Controls

Agency: Stambaugh Designs LLC

Contact: jordan@stambaughdesigns.co (360) 201-8283

Project: Wordpress Website Design

Date: February 28 2019

Joey,

Thank you for choosing to contact Stambaugh Designs and share your vision and goals for Nordic Temperature Controls. I think our agency is a great fit for this project and I would be enthused to work with you.

In my proposals, I try to ensure that I address each of your needs with a solution. From our discussion, these are the main issues that have emerged and are the most important to solve for you:

- A responsive, Wordpress website design
- HVAC content creation
- Call tracking phone number
- Online Live Chat
- Both Residential and Commercial HVAC
- Online Customer Payment Portal
- Photography (both custom & stock)

Phase 2 may include:

- Drive traffic to your site using SEO, social media and paid traffic.
- Full SEO campaign to dominate Skagit Valley area
- PPC (Google & Facebook) campaign to increase conversions, leads and clients.
- Further develop brand messaging online.

Joey, please let me know if these issues are in alignment with your goals. After you go through the proposal, let's reconnect and finalize the project start date.

Warmest Regards,

A handwritten signature in black ink, appearing to read 'Jordan Stambaugh', is written over a thin horizontal line.

Jordan Stambaugh

Stambaugh Designs, CEO & Creative Director

(360) 383-5662

Project Details:

- **Planning** - \$1,500
 - o Project setup - \$500
 - o Timeline & milestones - \$500
 - o Sitemap - \$500
 - o Content inventory
- **Content** - \$4,500
 - o Page copy - \$2,500
 - o Company Photography - \$1,000
 - o Stock Images
- **Design** - \$8,000
 - o Fully custom website design - \$5,000
 - o Page Design (+50) - \$3,000
 - o Mobile/responsive design - standard
- **SEO** - \$1,000
 - o Preliminary on-site SEO
 - o On-site keyword optimization
 - o Title tags, meta descriptions, images
- **Tech & Integrations**
 - o Call Tracking - \$10/mo/number
 - o Web hosting - \$20/mo
 - o Live Chat - included
 - o Google Analytics - included
- **Completion** - Included
 - o Final revisions
 - o Go-live/launch
 - o Final Q/A

Total Project Quote: \$15,000 + \$30/mo

Deliverables:

- A complete Wordpress website.
- Includes SSL certificate
- Login details

1. Payment

Fees are due and payable on the following schedule:

- **\$4,500** (30% of total) is due on project start date.
- **\$4,500** (30% of total) is due on project review.
- **\$6,000** (40% of total) is due on project completion.

Initial Payment is required within 5 business days of signing the agreement or proposal must be renegotiated. Payments are non-refundable.

2. Project Time Frame

Agreement to the terms, and the receipt of the Initial Payments are required prior to project start. **Project Start date is upon signing this agreement.**

Project Completion Time Frame is **8-12 weeks** from Project Start Date. Project Time Frame is an estimate based on next-day feedback, where feedback is needed. Delays in feedback beyond next-day will push the Time Frame back the same number of days as has been delayed.

3. Length of Project Quote Validity

This proposal, including Total Project Quote amount, is valid for up to 2 weeks from the date it was initially sent if unaccepted. After 2 weeks, the proposal must be renegotiated.

If accepted, the proposal is valid through the completion of the project.

4. Feedback

Feedback is defined as a written response to questions asked by Stambaugh Designs that are needed in order to proceed with the project.

A Feedback Delay is defined as failure to provide a written response to a request for Feedback within 1 business day. Feedback Delays will result in the Time Frame being pushed back the same number of days as has been delayed. Feedback Delays resulting in a total of 5 business days may result in a redefinition of the Project Time Frame by Stambaugh Designs.

5. Informational Provision

The Client agrees to provide content and goals before Project Start. Any specific concepts, ideas, and strategies must be communicated before Project Start to be considered during the design process.

Information provided after Project Start may or may not be considered during the design process and may alter the Time Frame and cost as outlined in the Changes section.

6. Changes

The Client must assume that all additions, alterations, and changes to concepts or direction, beyond the details contained in the proposal, will alter the Project Time Frame and/or cost. Any change requests may result in a redefinition of the Project Time Frame by Stambaugh Designs.

7. Default

Stambaugh Designs will be considered in default if they fail to complete the project by providing the Deliverables as defined in the proposal.

The Client will be in default if they fail to provide Feedback as defined within 5 business days or fail to pay according to the Payment Schedule as defined.

Either party may terminate this agreement if the other party is in default and has failed to correct the default within 30 days after written notice of the default and intent to terminate by the non-defaulting party.

8. Non-Defaulting Termination

In the event of a Termination of this assignment by The Client that is unrelated to default on the part of either party, ownership of all copyrights, concepts, and the original artwork shall be retained by Stambaugh Designs, and expenses already incurred shall be paid by The Client.

9. Ownership of Artwork

Upon receipt of the Final Payment, Stambaugh Designs irrevocably transfers right of copyright and exclusive use of the file(s) defined in the Deliverables to The Client. Delivery of files(s) does not indicate a transfer of rights. Stambaugh Designs retains ownership and right of copyright until all payments have been made. Stambaugh Designs acknowledges and agrees that all Deliverables under this agreement are intended to be and will be considered "works made for hire" pursuant to the 1976 Copyright Act, as amended.

Stambaugh Designs retains the right to display graphics and other design elements of the work in a portfolio as well as to submit them to online galleries.

10. Releases

The Client shall indemnify Stambaugh Designs against all claims and expenses, including attorney's fees, due to the uses for which no release was requested in writing or for uses that exceed authority granted by a release

11. Contract Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

12. File Modifications

Stambaugh Designs may choose to not work with client-modified versions of Stambaugh Designs' work.

13. Warrant of Originality

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

14. Limitation of liability

The Client agrees that it shall not hold Stambaugh Designs or his/her agents or employees liable for any incidental or consequential damages that arise from Stambaugh Designs' failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused intentional or negligent acts or omissions of Stambaugh Designs or The Client, any client representatives or employees, or a third party.

15. Dispute Resolution

Any disputes in excess of maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The losing party shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the prevailing party. All actions, whether brought by The Client or by Stambaugh Designs will be filed in Whatcom County, Washington.

16. Standard Rates

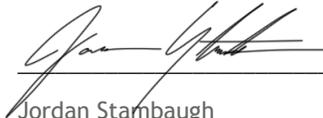
The Client acknowledges Stambaugh Design's going rate of \$100/hour as the accepted rate from which Stambaugh Designs will bill The Client for all additional work unrelated to this agreement.

17. Acceptance of terms

By signing this agreement, Stambaugh Designs and The Client agree to the whole terms and intend to be bound hereby.

This contract is held accountable to the legal system of the United States and any applicable statutes held therein.

Joey Koncoski
Nordic Temperature Controls
Date _____



Jordan Stambaugh
Stambaugh Designs
Date 2/28/2019