



# PROPOSAL KIT SAMPLE

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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## CD-ROM DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Developers") and <<CustCompany>> ("Customer").

### Recitals

- A. Developers have experience and expertise in the development of multimedia. (Digital media, graphic design, computer programming, web sites and CD-ROM presentations).
- B. Multimedia created by Developers includes: CD-ROMs, web sites, computer programming, flash animations, graphics and other multimedia created or licensed by Developers.
- C. Customer desires to have Developers develop multimedia for them.
- D. Developers desire to develop the Customer's Presentation on the terms and conditions set forth herein (the "Presentation").

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Developers hereby agree as follows:

#### 1. Development of Presentation.

Developers agree to develop the Presentation according to the terms and specifications set forth on Exhibit B attached hereto.

#### 2. Specifications.

Developers agree to develop the Presentation pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

#### 3. Delivery of Presentation.

Customer Initials \_\_\_\_\_ Developer Initials \_\_\_\_\_

Developers will use reasonable diligence in the development of the Presentation and endeavor to deliver to Customer a Presentation no later than 60 days after all required media has been received from Customer. Customer acknowledges, however, that this delivery deadline, and the other payment milestones listed in Exhibit A, are estimates, and are not required delivery dates.

#### **4. Ownership Rights.**

Developers shall hold all right, title, and interest in and to the Presentation. Specifically, but without limitation, Developer shall hold all right, title, and interest in and to (1) all text, graphics, animation, audio components, and digital components of the Presentation (the "Content"), (2) all interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the Presentation, (3) all literal and nonliteral expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content, and (4) all copyrights, patents, trade secrets, and other intellectual or industrial property rights in the Presentation or any component or characteristic thereof. Customer shall not do anything that may infringe upon or in any way undermine Developers' right, title, and interest in the Presentation, as described in this Paragraph 4. Notwithstanding the above, Customer shall retain all of its intellectual property rights in any text, images or other components it owns and transmits to Developers for use in the Presentation.

#### **5. Compensation.**

For all of Developers' services under this Agreement, Customer shall compensate Developers, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Developers have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) remove all web sites, hosting and tracking resources for Presentation, (3) bring legal action. (4) keep Customer's deposit and credit it towards development time and costs already incurred for the Presentation.

## **6. Confidentiality.**

Customer and Developers acknowledge and agree that the Specifications and all other documents and information related to the development of the Presentation (the "Confidential Information") will constitute valuable trade secrets of Developers. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Developers' prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public on the Presentation when each page of the Presentation is first accessed.

## **7. Limited Warranty and Limitation on Damages.**

Developers warrant the Presentation will conform to the Specifications for a period of 30 days from the date of shipment by Developers. If the Presentation does not conform to the Specifications, Developers shall be responsible to correct the Presentation without unreasonable delay, at Developers sole expense and without charge to Customer, to bring the Presentation into conformance with the Specifications. This warranty shall be the exclusive warranty available to the Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Developers do not warrant that the Presentation will work on all platforms. Customer acknowledges that Developers are not responsible for the results obtained by the Customer on the Presentation. Customer acknowledges that developers are not responsible for fixing problems on Presentations, once mass produced after Customer has tested, proofed and approved their Presentation. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Developers as set forth in Exhibit A attached hereto.

## **8. Independent Contractor.**

Developers are retained as independent contractors. Developers will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold

Customer Initials \_\_\_\_\_ Developer Initials \_\_\_\_\_

or pay any income tax, social security tax, or any other payroll taxes on Developers' behalf. Developers understand that they will not be entitled to any fringe benefits that Customer provides for its employees generally or to any statutory employment benefits, including without limitation worker's compensation or unemployment insurance.

## **9. Equipment.**

Customer agrees to make available to Developers, for Developers' use in performing the services required by this Agreement, such items of hardware and software as Customer and Developers may agree are reasonably necessary for such purpose.

## **10. General Provisions.**

### **10.1 Entire Agreement.**

This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.

### **10.2 Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of <<State>>. Exclusive jurisdiction and venue shall be in the

# **DEMO CONTRACT**

**This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/html/legal-contract-templates/cdrom->

Customer Initials \_\_\_\_\_ Developer Initials \_\_\_\_\_

<development-contracts/cdrom-development-contract-us.htm>

Once you purchase, download and install a retail Contract Pack that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials \_\_\_\_\_ Developer Initials \_\_\_\_\_

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This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

