

# BUSINESS PROPOSAL

**Proposal No.:** — **Date:** **Valid Through:** 30 days from the date above **Governing State:** [STATE]

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**Submitted by:** [PROPOSER OFFEROR LEGAL NAME YOUR COMPANY] (Llc) [PROPOSER ADDRESS] Attn: [PROPOSER AUTHORIZED CONTACT NAME AND TITLE]

**Submitted to:** [CLIENT PROSPECTIVE CUSTOMER LEGAL NAME] (Corporation) [CLIENT ADDRESS]

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## 1. Executive Summary

[EXECUTIVE SUMMARY OVERVIEW]

## 3. Scope of Work

The Proposer ("[PROPOSER OFFEROR LEGAL NAME YOUR COMPANY]") shall perform the following professional services (the "Services") for the Client ("[CLIENT PROSPECTIVE CUSTOMER LEGAL NAME]") in connection with [PROJECT OR ENGAGEMENT TITLE] (the "Project"):

[SCOPE OF WORK DETAILED DESCRIPTION OF]

## 4. Timeline

**Anticipated start:** **Anticipated completion:**

Dates are targets based on current assumptions and good-faith estimates; the Proposer shall use commercially reasonable efforts to meet them.

## 5. Fees and Payment Terms

**Fee structure:** Fixed.

**Total fixed fee:** \$0.00 (zero dollars and 00/100).

**Payment schedule:**

50% upon signed acceptance; 50% upon completion and acceptance of deliverables.

**Invoice terms:** Net 30. Amounts not paid when due shall accrue interest at **1.5% per month (18% per annum)** or the maximum rate permitted by the laws of the State of [STATE], whichever is lower.

**Expenses.** Reasonable out-of-pocket expenses (travel, materials, third-party services) are reimbursable at cost, with receipts for items exceeding \$50, in addition to the fees above.

## **6. Change Orders**

Any material change to the scope, deliverables, schedule, or fees requires a written change order signed by both parties. The Proposer shall not be obligated to perform out-of-scope work absent such a signed change order.

## **7. Intellectual Property**

Upon full payment of all fees due, the Proposer hereby assigns to the Client all right, title, and interest in and to the deliverables created specifically for the Client under this engagement. To the extent any portion qualifies as a "work made for hire" under 17 U.S.C. §101, it shall be so. The Proposer retains ownership of its pre-existing tools, methodologies, templates, and know-how and grants the Client a perpetual, non-exclusive, royalty-free license to use them solely as embedded in the deliverables.

## **8. Confidentiality**

Each party shall treat the other's non-public business, technical, financial, and customer information as confidential, shall use it only for purposes of this engagement, and shall protect it with at least the same degree of care it uses for its own confidential information (and in no event less than a reasonable degree of care). This obligation survives termination for three (3) years, except that trade secrets shall be protected as long as they remain trade secrets.

## **9. Limited Warranty**

The Proposer warrants that the Services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards for a period of **90 days** following delivery. As the Client's sole and exclusive remedy for breach of this warranty, the Proposer shall, at its option, re-perform the non-conforming Services or refund the fees attributable to them. **EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PROPOSER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **10. Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROPOSER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS ENGAGEMENT SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID TO THE PROPOSER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL,**

**CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS OR LOST DATA, EVEN IF ADVISED OF THE POSSIBILITY.** The foregoing limits do not apply to (a) breaches of confidentiality, (b) indemnification obligations, (c) gross negligence, or (d) willful misconduct.

## 11. Termination

Either party may terminate for convenience upon **30 (thirty) days'** prior written notice. Upon any termination, the Client shall pay for Services performed through the effective date of termination, plus non-cancellable commitments.

## 12. Independent Contractor

The Proposer is an independent contractor. Nothing herein creates an employment, partnership, joint-venture, or agency relationship. The Proposer is responsible for its own taxes, insurance, and employee/subcontractor obligations.

## 13. Dispute Resolution; Governing Law

This proposal and any resulting agreement shall be governed by the laws of the State of [STATE], without regard to conflict-of-laws principles.

Any dispute arising out of or relating to this agreement shall be finally resolved by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator, seated in the State of [STATE]. Judgment on the award may be entered in any court of competent jurisdiction.

## 15. Acceptance; Offer Validity

This proposal is an offer that remains open for acceptance for **30 (thirty) days** from the date first set forth above, after which it expires unless extended in writing by the Proposer. Acceptance shall be effected by the Client's signature below or by issuance of a purchase order referencing this proposal. Upon acceptance, this proposal shall constitute a binding agreement between the parties.

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### ACCEPTED AND AGREED:

**[PROPOSER OFFEROR LEGAL NAME YOUR COMPANY]**

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PRINTED NAME

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SIGNATURE

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DATE

**[CLIENT PROSPECTIVE CUSTOMER LEGAL NAME]**

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ DATE