Project Proposal & Agreement Template

Between [YOUR NAME] ([YOUR BUSINESS]) and [CLIENT NAME] ([CLIENT BUSINESS]).

Project Overview & Objectives

This proposal covers: [PROJECT SCOPE]. Signing below confirms acceptance of this proposal as a binding agreement.

Proposed Approach & Deliverables

The Sender will approach this project as described in [PROJECT SCOPE], delivering the agreed outputs by [DEADLINE].

Payment Terms

The total fee for this engagement is [TOTAL FEE]. This reflects the investment described in this proposal.

A deposit of [DEPOSIT] is due before work begins. The remaining balance is due upon completion and delivery of the final work, unless otherwise agreed in writing.

Invoices are payable within 7 days of receipt. Late payments may accrue a 1.5% monthly late fee, and work may be paused until outstanding balances are settled.

Revisions

This engagement includes [REVISION ROUNDS] rounds of revisions on the agreed deliverables. Additional revision rounds, or changes that materially expand the scope described in [PROJECT SCOPE], will be quoted separately and require written approval before work begins.

Revision requests should be consolidated and submitted together where possible, to keep the project on schedule.

Ownership & Intellectual Property

Upon receipt of full payment, all final deliverables produced under this agreement become the property of the Client, who receives full rights to use, reproduce, and modify them for their intended purpose.

Until full payment is received, all work product remains the property of the Sender. The Sender retains the right to display the work in their portfolio and marketing materials unless the Client requests otherwise in writing.

Any third-party assets used (fonts, stock media, libraries) remain subject to their own original licenses.

Confidentiality

Both parties agree to keep confidential any non-public business, technical, or financial information shared during this engagement, and to use it only for the purpose of completing the work described in [PROJECT SCOPE].

Send this for e-signature free: https://clinch.lumnika.com/templates/project-proposal-agreement?src=pdf&utm_source=template_download&utm_medium=viral

This obligation survives the completion or termination of this agreement and continues for 2 years afterward.

Independent Contractor Relationship

The Sender is engaged as an independent contractor, not an employee, partner, or agent of the Client. The Sender is responsible for their own taxes, insurance, and benefits, and is free to accept other engagements during the term of this agreement, provided they do not conflict with the confidentiality obligations above.

Termination

Either party may terminate this agreement with 14 days' written notice. If the Client terminates before completion, the Sender will be paid for all work completed up to the termination date, and the deposit is non-refundable.

If the Sender terminates, any portion of the deposit exceeding the value of work already completed will be refunded to the Client within 14 days.

Governing Law & Entire Agreement

This agreement is governed by the laws of [GOVERNING LAW], without regard to conflict-of-law principles.

This document represents the entire agreement between the parties regarding [PROJECT SCOPE] and supersedes any prior discussions or proposals. Any changes must be made in writing and agreed to by both parties.

By signing below, both parties confirm they have read, understood, and agree to the terms above.

[YOUR NAME] — Signed: _____ Date: _____

[CLIENT NAME] — Signed: _____ Date: _____

Send this for e-signature free: https://clinch.lumnika.com/templates/project-proposal-agreement?src=pdf&utm_source=template_download&utm_medium=viral