**SOFTWARE DEVELOPMENT LETTER OF INTENT**

[DEVELOPER NAME]

[DEVELOPER ADDRESS]

[DEVELOPER CITY, STATE, ZIP CODE]

Effective Date: [DATE]

[CLIENT NAME]

[CLIENT ADDRESS]

[CLIENT CITY, STATE, ZIP CODE]

**RE: Intent to Develop Software**

This software development letter of intent (the “Letter of Intent”) represents the basic terms agreed upon by the Developer and Client. After this Letter of Intent has been made, a formal agreement may be constructed to the benefit of the Parties involved.

**I. The Developer**: [DEVELOPER NAME] (the “Developer”).

**II. The Client**: [CLIENT NAME] (the “Client”).

**III. The Project**: The Developer intends to render the following service(s) in the interest of the Client (the “Project”):

[DESCRIBE PROJECT AND SERVICES].

**IV. Qualifications**: The qualifications of the Developer are as follows:

Education: [LIST EDUCATION].

Experience: [LIST EXPERIENCE].

Relevant Skills: [LIST RELEVANT SKILLS].

**V. Compensation**: The Client shall pay the Developer the following:

Hourly Rate – $[AMOUNT] per hour (the “Hourly Rate”).

Fixed Rate – $[AMOUNT] (the “Fixed Rate”).

**VI. Additional Benefits**: If the Developer is to receive additional benefits and/or financial compensation as a result of their performance (e.g., commission, profit sharing), such benefits are:

[LIST ADDITIONAL BENEFITS].

**VII. Payment Terms**: Payment of the Hourly Rate or Fixed Rate shall be made in the following manner:

Immediately upon completion of the Project to the satisfaction of the Client.

Within [NUMBER] days after completion of the Project to the satisfaction of the Client.

Paid on a  weekly  bi-weekly  monthly  quarterly basis OR  other: [OTHER].

**VIII. Commencement Date**: The Developer shall be permitted to begin the Project on [DATE] (the “Commencement Date”).

**IX. Completion**: The Developer will be required, unless otherwise stated under the terms of a future agreement between the parties, to complete the Project:

By the specific date of [DATE].

In a timely manner in accordance with industry standards.

Other: [OTHER].

**X. Binding Effect**: This Letter of Intent shall be considered: (Initial and Check)

\_\_\_\_\_ -  **Binding** – Therefore, the parties acknowledge that remedies at law will be inadequate for any breach of this Letter of Intent and consequently agree that this Letter of Intent shall be enforceable by specific performance. The remedy of specific performance shall be cumulative of all of the rights at law or in equity of the parties under this Letter of Intent.

\_\_\_\_\_ -  **Non-Binding** – Therefore, the parties acknowledge that this Letter of Intent is not enforceable by any Party. The terms outlined herein are solely for the purposes of reaching an agreement in the future, of which Developer and Client are not bound.

**XI. Currency**: All mentions of money or the usage of the "$" icon shall be known as referring to the US Dollar.

**XII. Governing Law**: This Letter of Intent shall be governed under the laws by the State of [STATE].

**DEVELOPER**

Developer’s Signature [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://www.esign.com/) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT**

Client’s Signature [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](http://www.esign.com/) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_