



Marketing Services Contract

Company Name _____

Client Name _____

Phone _____ Mobile _____

Address _____

City _____ State _____ Zip/Postal _____

Email Address _____ Alternate Email _____

Present Website Address (if any) _____

The ultimate desire of Success By Design Marketing Partners, Inc. is to delight you, the client. The best way to ensure that you are delighted is to make clear our understandings and expectations with one another. These are the terms of our agreement together.

1) Authorization

The above named client is engaging Success By Design Marketing Partner, Inc. (herein listed as SxDM.P.), as an independent contractor, for the specific purpose of (project description / scope to be listed here.)

Once the project is completed and all payments have been received, the project will be delivered on disc media, uploaded and/or installed at the client's hosting company of choice. The Client hereby authorizes SxDM.P. to access this account and authorizes the Hosting Provider to provide SxDM.P. with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs which need to be accessed for this project.

2) Project Schedule

Success By Design Marketing Partners, Inc. and the Client must work together to complete the project in a timely manner. Much of this depends on receiving the appropriate images and text (content) from the Client. SxDM.P. agrees to work diligently to complete these projects in a professional and timely fashion.

3) Assignment of Marketing Project

Success By Design Marketing Partners, Inc. reserves the right, and you hereby agree, to assign subcontractors to this Marketing Services Project to insure that the terms of this agreement are met as well as on-time completion.

4) Design Credit

Client agrees that SxDM.P. may put a by-line on the bottom of their home page or web pages establishing design and development credit. Client also agrees that the items created for the Client may be included in Success By Design Marketing Partners, Inc.'s portfolio.

5) Project Process and Work Flow

Once the initial deposit is received, SxDM.P. will begin work on the Client's project. The initial design concepts will be based on the information you've provided in the "Marketing Services Creation Worksheet". This is where good communication between the Client and SxDM.P. pays off. At this stage in the design process, it is crucial that the client fully expresses their needs and wants in regards to the look, sound, & feel of his/her intended marketing project and the message that they would like to convey to their clients. The more information, examples, and direction you give, the better SxDM.P. will be able to respond and fully deliver the look you are after.

Furthermore, it is extremely helpful if emails, phone calls, paper work are responded to and/or returned as soon as possible (from both parties) — this goes a long way in ensuring that the Client's project is completed in a timely fashion. Upon completion of this stage, the Client will be asked to approve the basic design via email or by signing a printed copy of the design. At which time, the second installment of payment is due. Once the Client is satisfied and approves the basic layout and design, content will be required. Content is to be supplied by the Client. The Client will be charged for any stock photos purchased for use in the project (stock photos will only be purchased with Client's permission).

The Client will continually be updated regularly during the entirety of the marketing project. SxDM.P. urges each Client to stay actively involved in the project process. Doing so will help ensure that the end result will be something that we can "both" be proud of. When both parties are completely happy with the finished product the remaining and final payment is due. At which time the completed production files will be provided on disc media and/or uploaded to the Client's preferred hosting provider and become live on the internet. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

6) Client Amends

SxDM.P. is here to provide an excellent customer experience. That is the spirit of our agreement and the spirit in which SxDM.P. chooses to do business. Because of this, SxDM.P. encourages input from the Client during the entire process. SxDM.P. urges Clients to express any changes or edits that they feel are necessary to better the design of their project. This is freely done during the initial design process, before the Client has signed off on his/her chosen design layout. However, any major or significant changes requested after that time period, will carry along with them a renegotiated fee based on the new scope of the changes. SxDM.P. understands and encourages you as the "Client" to voice your opinion and request to make any and all changes that you feel is in the best interest of your project. However, "you" as the Client, must also understand that in doing so, this may mean a considerable amount of work for SxDM.P. to make any major changes to the layout and design of your project. With that said, please understand that SxDM.P. is more than happy to make any changes you see fit at whatever time in the designing process; just understand that you may be charged for these changes, depending on the scale and time that you chose to make them.

To recap, please note that our agreement does not include a provision for "significant project scope modification" after the Client has signed off on his/her chosen design. Some examples of significant project modification at the request of the Client include: developing a new structure to accommodate a substantial redesign at the Client's request, recreating or significantly modifying the company logo graphic at the Client's request, replacing more than 75% of the text at the Client's request, creating a new navigation structure or changing the link graphics at the Client's request, or significantly reconfiguring the Client's shopping cart with new product, shipping, or discount calculation if an e-commerce enabled site has been selected by the Client.

Clients who anticipate frequently changing the look of their site during the design process and Clients who desire to be intricately involved in the design are encouraged to negotiate an agreement which will include the extra time needed for such detail. Please note however, that I have yet to find someone that is more intricate than myself. Moderate changes, however, will always be covered during the development of the site and also covered by three months of free maintenance and minor edits.

7) Payment Schedule / Fees

Fees to Success By Design Marketing Partners, Inc. are due and payable on the following schedule: The initial payment of 33% of the total cost is due upon signing this contract and will signal the commencement of work on the Client's website. The second payment of 33% of the total cost is due upon Clients approval of his/her basic website layout and design. The final and remaining payment of 34% of the total cost is due upon the completion of the website. Please note, that the website will not be released to the Client and/or uploaded to the Client's web hosting service provider until the final payment has been received.

All payments shall be cash, check or credit/debit cards via PayPal, in U.S. Dollars, and made payable to Success By Design Marketing Partners, Inc.

The TOTAL COST of the marketing services project is -----\$_____.

The INITIAL NON-REFUNDABLE 33% DEPOSIT is -----\$_____.

The SECOND INSTALLMENT OF 33%, due upon Client's approval, is -----\$_____.

Once the project is completed the FINAL AND REMAINING 34% is ----- \$_____.

8) Legal

Success By Design Marketing Partners, Inc. does not warrant that the functions contained in any web pages or the Internet website will meet the client's requirements or that the operation of the web pages will be uninterrupted or error-free. The entire risk as to the quality and performance of the Marketing Services Project is with the Client. In no event will SxDM.P., or the subcontractors, be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Marketing Services Project failure of any service provider, of any telecommunications carrier, of the internet backbone, of any internet servers, your or your site visitor's computer or internet software, even if SxDM.P. has been advised of the possibility of such damages.

9) Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Success By Design Marketing Partners, Inc. for inclusion in the Marketing Services Design Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify, and defend Success By Design Marketing Partners, Inc. and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

10) Arbitration

Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this Agreement shall be submitted to binding arbitration before the Joint Ethics Committee or a mutually agreed upon Arbitrator suitor pursuant to the rules of the AmJoean Arbitration Association. The Arbitrator's award shall be final, and judgement may be entered in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgement in favor of Success By Design Marketing Partners, Inc.

11) Cancellation Policy

In the event that work is postponed or cancelled at the request of the Client, Success By Design Marketing Partners, Inc. retains the right to keep the initial, non-refundable, 33% deposit. In the event this amount is not sufficient to cover time and expense already invested in the project by Success By Design Marketing Partners Inc., additional payment will be due. If cancelled by Success By Design Marketing Partners, Inc., SxDM.P. agrees to refund any payments you might have paid for work or services left incomplete.

12) Sole Agreement

The agreement contained in this "Marketing Services Contract" constitutes the sole agreement between Success By Design Marketing Partners, Inc. and the Client regarding this Marketing Services Design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written change order and signed by both Client and Success By Design Marketing Partners, Inc. All prices specified in this contract will be honored for six months after both parties sign this contract. Continued services after that time will require a new agreement.

This agreement is set forth, and becomes legally binding once both parties have signed and dated below. The undersigned hereby agree to the terms, conditions, and stipulations of this agreement on behalf of his or her organization or business. Thank you for choosing Success By Design Marketing Partners, Inc., and I look forward to working with you!

On behalf of Client

Signature _____ Date _____

On behalf of Success By Design Marketing Partners, Inc.

Signature _____ Date _____