

## A G R E E M E N T

Thank you for allowing Infuze Marketing, LLC to serve as your marketing partner!

We've learned that success in any project starts with setting clear expectations for both parties beforehand so we have pulled together the following agreement as an opportunity to ensure that we are on the same page. You will find the Scope of Work (SOW) for the agreed upon services to be performed at the beginning of this document.

As legal documents tend to be, these terms and conditions may tend to read austere and impersonal. Be assured that we've not attempted to hide any zingers in the fine print. We recognize the importance of such documents and ask that you read this carefully before signing the agreement. If you have any questions, or if for some reason these terms and conditions would prevent you from working with Infuze, please contact me directly: **Stacey Divine: 916.662.8282**

### **Terms of Agreement**

**Payment Terms:** A commencement invoice of 25% will be submitted at the beginning of the project and will be due upon receipt of initial invoice, unless otherwise agreed upon. Remainder of payments due will be divided by timeline allocated for the project(s) and billed on the first of each month. Payments are due within 30 days of receipt of invoice. Deposits are refundable if cancelled within 7 days of signed agreement and no work has been provided yet. We understand that unforeseen issues come up, so we simply ask that you pay fees relative to work completed to day should you cancel or place this project on hold (whether by request or 30 days of inaction). We ask that any cancellations be made in writing 30 days in advance. Retainer clients are asked to pay 30% of total remaining fees if contract is cancelled in advance. If a payment is going to be late, simply let us know by sending an email. Otherwise, our accounting system automatically charges a 1.5% late fee.

The client makes a personal guarantee that payment will be made as outlined. (Note: We sincerely hope this never happens to your company, however, if your organization files for bankruptcy or for any reason is unable to pay for our contracted services, Infuze Marketing will take legal action to collect all remaining debt.)

**Revisions and Alterations:** While we will do our best to include everything in our initial proposal, work not described in this proposal, including but not limited to revisions, corrections and alterations will be billed as an additional cost at a rate of \$125/hour. We will keep you informed of such items in advance to avoid any unnecessary surprises.

**Client Deliverables & Reporting:** We greatly appreciate the timely response to all forms of contact and we, in turn, will respond to all contact without delay. Timelines outlined assume the client will provide us all the needed information, previous samples and other required resources promptly, or as specifically outlined in Scope of Work (SOW). We are proud of our ability to meet all deadlines, however if the timeline is extended on the part of the agency, we will provide a complimentary 10% discount of the total cost and payment will be due at the completion of the project. If the client is unable to provide materials promptly, the agency has the right to adjust the timeline accordingly. We ask that you assign one person from your team to act as "project manager" for the outlined responsibility, known as a "Single Point Of Contact (SPOC). It will be that person's responsibility to inform the rest of their organization of project updates and other pertinent information.

**Printing, Media Buys and Logo'd items:** Included in the SOW, Infuze will handle all printing arrangements, bid gathering, logo item selections and other related activities through one of our preferred print or logo item firms, unless otherwise requested by client. Infuze handles Media buys with the clients approved budget in advance. All negotiated costs for any of these three items are passed directly on to our clients with no markup from Infuze; however, we do ask that all clients pay total costs direct to those firms. Example: Infuze will negotiate full-page ad pricing to Sacramento Magazine and client will pay invoice for payment direct to the magazine. Infuze will not take responsibility for payment of any media fees.

**Hiring Restriction:** Infuze Marketing deeply values their employees. For that reason, there will be a \$5,000.00 fee should you choose to hire an Infuze Marketing staff member without previous agreement with CEO.

**Additional Charges:** We understand that project parameters change and we are flexible when this takes place. Infuze Marketing does reserve the right to adjust any cost or charges for this project should the client alter the project parameters. This includes, but is not limited to: image purchase, photography, travel, illustrations, printing, mailing, postage, online services, fonts, software, equipment requested and freight. Not to worry though, any additional costs will be agreed upon prior to work being done. We don't like surprises either...unless it's our birthday.

We are also happy to provide training for any aspect of marketing and software usage beyond the scope of this engagement at our rate of \$125/hour.

*Buckle up...Here comes the legal jargon...*

**Errors and Omissions:** We will make every effort to ensure the work is free of errors and omissions, but we also recognize we can't warrant this. We strongly recommend that you review work thoroughly before committing it to production.

**Copyright and Electronic Files:** The copyright for any creative concepts, strategies, copy, or designs we develop shall be transferred to you upon full payment of applicable invoice. However, the agency will retain all electronic source files for work it creates, unless otherwise agreed upon. Delivery of source files, if necessary, will be billed separately. We reserve the right to use this project for our own self-promotion purposes and portfolio, including online and print reproductions of our work. Client acknowledges that we do our best to not violate any copyrights, patents or other rights. On that note, Infuze does not provide copyrights or patents, but we gladly refer great legal counsel for your specific needs.

**Industry Codes and Standards:** Infuze Marketing abides by all Codes of Advertising Standards and Industry Ethics and other codes by the media to ensure that all advertising placed is legal, honest and truthful and, of course, in good taste. The client agrees to inform the agency if, at any time, any copy claim submitted for approval is incorrect or misleading in relation to the product of service being advertised. In addition, you will hold us harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel that result in any way from your use of our creative services and counsel on this project. We agree to work with your legal advisor to ensure compliance with applicable laws and regulations, as necessary. In the highly unlikely event that legal proceedings become necessary, our attorney advises us that we need to let our clients know that the "prevailing party shall be entitled to reimbursement for all legal fees."

**Return of Materials:** Infuze agrees that upon termination or completion of this agreement, all electronics and accounting files, company documents, memoranda, and any other material relating to the “work” and / or containing or disclosing any confidential or proprietary information of the Client will be returned to the Client within five business days of receipt of written termination.

**Indemnity:** Infuze Marketing agrees to indemnify, defend and hold the Client and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorney’s fees) arising out of, or in connection with any breach of this agreement by Infuze Marketing. Miscellaneous: Governing Law. This agreement shall be governed by and constructed in accordance with the laws of the State of California without regard to conflict of law principles. Entire Agreement. This agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. Amendment. This agreement may be amended only by a writing signed by Infuze Marketing and by a duly authorized representative of the Client. Non-waiver. No failure or neglect of either party hereto in any instance to exercise any right, power, or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power, or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the Client, by an officer of the Client or other person duly authorized by the Client. Remedy for Breach. The parties hereto agree that, in the event of breach or threatened breach of any covenants of Infuze marketing, the damage or imminent damage to the value and the goodwill of the Client’s business shall be inestimable, and that therefore any remedy at law or in damages shall be inadequate. Accordingly, the parties hereto agree that the Client shall be entitled to injunctive relief against Infuze Marketing in the event of any breach or threatened breach of any such provisions by Infuze Marketing, in addition to any other relief (including damages) available to the Client under this agreement. Assistance. Infuze Marketing shall, during and after termination of services rendered, upon reasonable notice, furnish such information and proper assistance to the Client as may reasonably be required by the Client in connection with work performed by Infuze Marketing. Such assistance shall be requested in writing and provided within five businesses days. Disputes. Any controversy, claim or dispute arising out of or relating to this agreement or the relationship, either during the existence of the relationship or afterwards, between the parties, their assignees, their affiliates, their attorneys, or agents, shall be resolved solely by confidential binding arbitration in Sacramento California under the then applicable commercial arbitration rules of JAMS. Each party shall bear their own attorney fees, expert witness fees and costs.