

Working Agreement and Contract for Services

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[Your Business name] will make every effort to create innovative online marketing communications for [Client Name/ Business Name / Address] (the “Client”). This Agreement outlines the terms of our working relationship:

1. Authorization: The Client hereby engages [Your Business name], located in Daphne, Ala., as an independent contractor for online marketing and social media services. The Client hereby authorizes [Your Business name] to promote the Client’s business online in Google+ Local, Facebook, Twitter, and other social media outlets (the “Work”). The Client represents and warrants to [Your Business name] that Client owns or has license to use in the manner contemplated by this Agreement all copyrights, trademarks, trade dress, service marks, brand names or other intellectual or artistic property associated with the Content.

2. Assignment Of Work: [Your Business name] reserves the right to assign the Work to other designers or subcontractors from time to time in its sole discretion to ensure quality and on-time completion of services. [Your Business name] will make every effort to meet agreed upon due dates, provided, however, the Client’s failure to submit required information or materials may cause delays in site updates and/or advertising campaigns.

3. Grant Of Rights: Upon receipt of full payment, [Your Business name] grants to the Client rights of ownership in the finished Work (the Content on site in published form) and all additional materials paid for by Client.

4. Reservation Of Rights: All rights not expressly granted hereunder are reserved to [Your Business name], including but not limited to all rights in creative advertising copy, ideas and suggestions for contests, keywords and other items used to stimulate interest in Client’s business or the Content. If such ideas are presented, and not implemented (or not paid for) by Client then they shall be the confidential property of [Your Business name].

5. Release And Indemnity The Client hereby releases, indemnifies and holds harmless [Your Business name] against any and all claims, damages, liabilities, complaints, promises (express or implied), lost profits, breach of contract, tort, or violation of copyright, trademark, trade dress, service mark, brand names or other rights to intellectual or artistic property associated with the Content, this Agreement or the parties’ relationship.

6. Standard Web Site Monthly Services: The Client agrees to supply direction and topics for content posts. It is understood, however, that [Your Business name] will take

responsibility to write a content update to occur at regular intervals, whether or not any direction is provided by the Client. The Work includes updates to Web page(s) and social media business pages.

7. Payment. Client shall pay [Your Business name] an initial sum of: \$_____. The Client will thereafter be billed \$_____ per month.

8. Maintenance Fees: Monthly fees include the appropriate amount of time necessary to manage Content updates on a regular, consistent basis and includes up to 2 hours discussion time (phone, online or e-mail) per month. Additional research requested, client consultation, or client meetings will be billed on a monthly basis at [\$] per hour in addition to the payments required by Section 7 of this Agreement. These fees will be added as necessary to the monthly bill. Payments are due no later than 15 days after receipt of invoice.

9. Termination: This Working Agreement and Contract for Services is terminable at will by either party on 30 days written notice. In the event of termination, [Your Business name] shall have the right to bill pro rata for Work completed through the date of written notice of termination.

10. Expenses: Client agrees to reimburse [Your Business name] for any expenses reasonably necessary in completion of the Work: (e.g. Fonts, Messengers, Proofs, Props, Research, Shipping, Software, Stock photography, Travel, Telephone).

11. Arbitration: Any disputes arising out of or relating to this Agreement, the Content or the relationship between or among the Parties, shall be submitted to binding arbitration pursuant to the CPR Rules For Non-Administered Arbitration. The Arbitrator's award shall be final and binding, and judgment may be entered thereon in any court having jurisdiction thereof. The Client shall pay all arbitration and court costs, reasonable attorney fees and legal interest on any award or judgment in favor of [Your Business name].

12. Severability: If any provision of this Working Agreement and Contract for Services shall be held unlawful, void, or for any reason unenforceable, then that provision shall be severable from the remainder of this Working Agreement and Contract for Services and shall not affect the validity and enforceability of the remaining provisions. [Your Business name] and Client agree to the terms of this Working Agreement and Contract for Services. The Parties represent and warrant that they have authority to execute this Working Agreement and Contract for Services.

Your Business Name

Client Name

Name

Date

Name

Date