

Marketeering Group Contract for Digital Marketing Packages

The services highlighted in **bold** within the following Marketing Packages are explained in the service details section of the contract. By agreeing on this signing page, you are agreeing to the services as they are described in each section.

Premium	Advanced	Basic
<p>Free Hosting and Tech Support</p> <p>Design and Development Retainer</p> <p>up to 10 hours</p> <p>Earn new Photo and Video shoots</p> <p>every 2 months</p> <p>4 Blog Posts</p> <p>2 Optional Email Campaigns</p> <p>Weekly social media posting</p> <p>4 Facebook conversion campaigns</p> <p>4 SEO Review and Work Sets</p> <p>Digital ad management</p> <p>Up to 3 hours of Marketing Consultation</p>	<p>Free Hosting and Tech Support</p> <p>Design and Development Retainer</p> <p>up to 7 hours</p> <p>Earn new Photo and Video shoots</p> <p>every 4 months</p> <p>2 Blog Posts</p> <p>2 Optional Email Campaigns</p> <p>Weekly social media posting</p> <p>2 Facebook conversion campaigns</p> <p>2 SEO Review and Work Sets</p> <p>Digital ad management</p> <p>Up to 2 hours of Marketing Consultation</p>	<p>Free Hosting and Tech Support</p> <p>Design and Development Retainer</p> <p>up to 5 hours</p> <p>Earn new Photo and Video shoots</p> <p>every 6 months</p> <p>1 Blog Post</p> <p>1 Optional Email Campaign</p> <p>Weekly social media posting</p> <p>1 Facebook conversion campaign</p> <p>1 SEO Review and Work Set</p> <p>Digital ad management</p> <p>Up to 1 hour of Marketing Consultation</p>
<input type="checkbox"/> \$1200 + \$1500 setup	<input type="checkbox"/> \$700/month + \$900 setup	<input type="checkbox"/> \$400/month + \$450 setup

☐ I would like to take advantage of **Website Development** for an additional \$500, one time fee.

I _____ (name) on behalf of _____ (business name) agree to pay the above selected monthly amount in exchange for the marketing package as outlined above and described in full in the attached contract and to abide by the terms and conditions in this contract. I agree to pay the one time charges associated with setup, and optional development upon signing.

I agree to the terms of the contract as described in this contract on the ☐ 1st OR ☐ 15th of each month, beginning _____ (month), 2015.

Signed _____ Date _____

☐ Paid by Check made out to: 1905 Queen Anne Ave N STE 200B | Seattle, WA 98109
OR

☐ Credit Card Payment Authorization

Type of Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express (additional 2% processing fee)

Credit Card Number _____

Expiration Date _____ CSV Code _____

Card Holder's Name: _____

Billing Address: _____

City _____ State _____ Zip _____

Signature: _____

Website Development

The following are the Development Expectations as referenced in the Terms and Conditions.

Marketeering Group will help the client select a theme from a reputable Wordpress template provider. The website design is limited 20 static pages of content, plus one editable blog page (see table above for details). Extra functionalities (e.g. e-commerce, multi-user login, searchable database, etc.) are not included in the startup fee and are subject to the terms noted below.

Terms of Website Development:

Themes: The website will be developed from a theme purchased for no more than \$80, which is included in the setup fee. Marketeering Group will suggest themes to the client in their first website development meeting, or via email. The client agrees to be billed the difference in cost, plus credit card processing fees for themes costing more than \$80. If the client wishes to change the theme after the original theme is chosen, the client agrees to pay the total cost of the new theme.

Development Drafts: Marketeering Group will produce 3 official drafts for the client:

1. The first draft includes application of the design elements from the Website Development Survey, and does not require all content or functionality. Its purpose is to refine the aesthetic look and feel of the website to ensure it is what the client envisions. It should be focused on general layout, colors, background, and fonts. This draft will be considered complete upon initial client review (in person OR remotely), whereby the client provides design feedback to enable a 2nd draft. During this first draft meeting, live changes may be made to the site. The client and Marketeering Group's developer must create a documented list of change requests by the end of that meeting. Agreement on that list constitutes the completion of the 1st draft.
2. The second draft of the website will include review of the requested design changes from the 1st draft. It shall also be used to produce a complete set of additional design changes, should any exist at the time of the 2nd meeting. The second meeting will also include a review of the content and functionality of the website, including the functionality of any additional add-ons the client purchased in the building of their website. The second draft will be considered complete once the client agrees that the list of the changes originally requested after the first draft have been completed, and a second mutually agreed upon list of changes had been created.
3. The third draft will be considered complete once the second round of design and functionality changes agreed upon have been completed. At this point any additional changes the client may wish for must fall within 1.5 hours of time to complete. Should the time required to complete any design or functionality changes past this point exceed 1.5 hours, the client will be billed at a rate of \$40 per hour required to complete them.

New Content: If your website requires new content (beyond brief content to fill new formatting and website design), such as new pages or sections of the website, we are happy to help! Simply provide us with the details of what you need. The client may be required to work more closely with Marketeering Group to ensure accuracy and message.

Special Functionality: For ANY special functionality, including but not limited to booking systems, email-to-download, password protected or site membership login system, etc. a 2-hour limit for R&D is allowed. Based on findings from R&D, additional flat fees and/or labor costs may apply. In addition, if design changes affect responsiveness, causing more than 2 hours of work to fix, the client must accept the add-on \$10 monthly fee of DudaMobile (an existing plugin). If the client does not want DudaMobile, and insists on responsiveness, Marketeering Group's published rate for heavy development add-ons will be billed in order to make the website responsive.

Deadlines of Completion: The goal for completion of the website will be determined at or shortly after signing by the development team. The completion of the website is not directly dependent on the beginning date of the contract, nor is a delay in launch cause for any reduction of service fees dedicated toward the rest of the service package, whatsoever.

Limitations: This service is a re-design of your current website, transferring your web services to Wordpress platform. Copying a perfect replica of your current website may require an additional fee, depending on the scope of the project. Waiver of this service is available, but will not result in any discount in setup fees.

- Marketeering Group is not liable for any delay in website launch due to lack of access to website, hosting, registrar or other necessary logins, whether by fault of the client, or their existing or previous providers and/or contractors.
- The delivery times on the website by Marketeering Group are an estimate. Any reasonable or unforeseen delay in the completion of the development of the website will not be penalized or deducted from the amount owed to Marketeering Group upon final completion, as long as Website Development are met.

Hosting and Tech Support

Marketeering Group offers free hosting to its active clients, as well as unlimited tech support for any client hosted on Marketeering Group's servers to ensure the perpetual proper functionality of their site. Proper functionality will be defined as functioning within the parameters of the website when it was launched and/or Marketeering Group took over the account.

Limitations: Liabilities of hosting are limited to those laid out the terms and conditions.

Design and Development Retainer

The client has the availability of our digital design services for the purpose of website updates or the design of fliers, advertisements, and other materials for printing, as well as additional video editing and photo touch-ups. Availability of this service is determined by the client's contracted service package. Design work beyond your monthly retainer hours is billed at the hourly rate listed on Marketeering Group's website.

- Use: The distribution and printing of the digital design pieces is up to your discretion, unless it is for use on social media or your website (distributed upon client request). We retain the right to apply these hours for use in social media campaigns as needed.
- Scope: Design and development covers work by either a developer or designer, and includes basic Wordpress edits, and work completed in CSS, Adobe Photoshop, InDesign, or Illustrator.

Research and Development: Should a client request a project that the Marketeering Group developers are unfamiliar with for accomplishing, the client will receive a set of hours dedicated for researching the solution or ways to develop their desired functionality. The number of available hours for this is included in the client's service package.

Limitations: We provide digital proofs of your design requests. Actual print production of your design(s) will be billed in addition to your monthly retainer. If you utilize our relationship with Abracadabra Printing, you can take advantage of available discounts. Exceeding the retainer limit in your package will automatically initiate hourly billing at the current price listed on the website.

MultiMedia Production

In setup and as earned in your package, we will schedule and perform a Photo and Video shoot to capture images and video of your business and services or products. Additional hours needed in commute or in additional shoot time will be billed according to the rate established on the add-on menu at marketeeringgroup.com.

- Use: Images and videos will be used on an ongoing basis for social media and blogging, as well as for the initial design of the website. The business owner gives permission for Marketeering Group to use all images and videos taken to be included in Marketeering Group's portfolio and promotional projects.

Video Shoot: A video shoot shall be defined as an on-location shoot up to two hours, with up to 4 editing hours, including revisions.

Photo Shoot: This includes up to an hour of on-location photography, with up to 0.5 hours of editing.

Limitations: Marketeering Group will dedicate 30 minutes of photo editing and up to 4 hours of video editing. The finished product is dependent on client approval. Non-approval does not equal incomplete work. Additional requested editing hours are \$35/hour.

Content Marketing:

Marketeering Group will provide ongoing content marketing services and optional content marketing work.

Blog Posts: We will supply blog posts each month based on your selected package. This service includes production, content development, and management. The blog will be properly networked & promoted for maximum visibility. (Note: Marketeering Group may repurpose up to half of required blog posts for the purpose of off-site content marketing for SEO purposes, if strategy dictates.)

- Pre-approved blog articles will be posted as a draft on your site, and notification given to the business owner. If no corrections are made or requested, the blog post will publish after 5 days.
- Additional blog posts and blog re-writes (if completed monthly post(s) are deemed undesired for publication) are billed at add-on rates posted on our website.
- Each blog post has a limit of two revision rounds by the client. Additional rounds are billed at add-on rates posted on our website.

Email Marketing Marketeering Group will **draft** optional emails per month (amount based on your package) in our email marketing service provider, Mailchimp. We will transfer your existing list to that provider, if necessary. Only after client approval will the campaign be sent. All drafted emails count against the amount included in the client's package, whether or not they are sent.

Limitations: Client must request each email's creation, and must supply topics/information to be included for each campaign. Client approval is required before email is sent. Special request is necessary for third party or other email marketing providers (not Mailchimp), and the client is responsible for all associated fees. Marketeering Group is not required to build lists of any particular size on behalf of the client. Mailchimp fees apply to client lists over 2,000 contacts, and are the client's responsibility. Additional email campaigns (beyond your package limit) are billed at add-on rates posted on our website.

Reporting: Upon client request, we will supply a report on the open rate, click throughs, unsubscribes and other data of the emails sent.

Social Media Management:

Marketeering Group will be setting up and/or actively engaging on social media on the client's behalf. There are extended Social Media Packages and add-ons available, should you wish to utilize them for the added fee, as shown below.

Posting: All clients receive weekly posts of original content, organic follower growth, & interaction on the following social networks: Facebook, Twitter, and Google+ (requires client action to aid in setup). All clients also receive: Regularly scheduled phone calls with a social media specialist to discuss ideas, campaigns, specialized posts, & any questions.

Conversion Campaigns: Marketeering Group will work with the client to plan posts on Facebook that are specifically designed to accomplish a conversion or goal for the given period. These posts will be boosted with a discretionary budget (included in the regular retainer). The client may pay for an additional conversion budget to extend the effect of the campaign.

Reporting: Marketeering Group offers its clients access to real time reporting via a private login through third party systems. Requests for further reporting may be made, and will be counted against their Marketing Consultation retainer. Simple questions or requests for clarifications may be made over the phone or email, and do not affect Consultation hours.

Limitations: Our social media services are designed to maximize exposure, generate viral links, and to compliment blogging & SEO efforts. Setup of non-pre-existing social profiles and accounts may require client action. We aim to complete all set up by service start date, but cannot guarantee it. We are not liable to post on profiles where logins or access has not been provided. Marketeering Group may post the same content on different social networks. Posting on every social network may vary depending on technical issues or client's ability to provide logins to existing sites. Failure to post on a network due to one of these issues does not constitute failure to produce the required content. Follower growth, engagement, and goals are subject to the package size and the stated goals of the client. The posts outlined in each package are a minimum. Marketeering Group reserves the right to grant additional posts at its own discretion. Clients may request up to 1 month of posts in advance for approval at the beginning of the contract, to ensure posting quality. Should a client dislike a post, they reserve the right to take down the post, and request an in-person review of their social media messaging. Should the client discontinue one or more social networks for posting, package pricing will not be affected. Should a client request additional social networks for posting (outside of Marketeering Group's list for that package), it/these will be billed as an add-on service subject to currently published add-on rates on the Marketeering Group website. Should a client wish to switch social networks in their service package with one that is not included, that switch is subject to approval by Marketeering Group management, and is dependent on API compatibility.

Search Engine Optimization & Management:

At the start of your service contract, we will perform some key SEO strategies to get you set up. Some of these will continue monthly, and/or as needed. Here are the initial SEO management services and their inclusions:

Ranking and Traffic Growth: The purpose of your SEO campaign is to increase the number of valuable visitors to your site and convert them into either a contact or purchase. All packages contain a regular schedule of site check-ins design to analyze problems and opportunities and assign a work set to address such issues and take advantage of opportunities. The details of each review and work set vary, depending on the client's industry, goals, and competition.

Review and Work Sets: Each regularly scheduled Review and Work Set will address and/or implement the necessary combination of the following techniques, practices, technologies, or coding to accomplish your individual goals. These include but are not limited to the practices listed below. Marketeering Group will by default alternate the review and work set types on an equal basis, so long as the individual strategy or client access limitations do not dictate otherwise or restrict the regular alternation between the two Review and Work Set types.

- **On-Site SEO:** In On-Page Optimization, we optimize coding on your pages (up to 20), including attention to accurate keyword density, optimized text, & images. In Search Engine Submission, we'll submit your website to the major search engines like Google, Yahoo & Bing and maintain your directory listings. For Local Submission, we will leverage your online brand with a powerful presence on Google Maps, Yelp, Yahoo Local, & Apple Maps. And our Mobile SEO service will optimize your mobile presence.
- **Offsite SEO:** With Directory Submission, we will submit your website to 75 directories in the Seattle area. As applicable to your business and industry, our Press Release Submission includes writing and distributing 2 per month. Our Blog Posting facilitates blog posting (up to 3 per month) on other websites & blogs, which will earn valuable backlinks. Our Comment Marketing generates backlinks to your site from comments on other online articles to improve your web presence. We also complete Citation Building & Link Reclamation to place a special emphasis on local citations to your business.

Fighting Competition: We will uncover 3 of your competitors' SEO efforts and choose the right strategy to beat your competition.

Reporting: Marketeering Group offers its clients access to real time reporting via a private login through third party systems. Requests for further reporting may be made, and will be counted against their Marketing Consultation retainer. Simple questions or requests for clarifications may be made over the phone or email, and do not count against allotted consultation hours.

Limitations: Our efforts do not guarantee the control or quality of user reviews that are posted on the directory websites. We will regularly monitor website results & make adjustments to improve your ranking, but we cannot guarantee your page ranking; it is affected by competition.

Digital Ad Management

Marketeering Group will manage a budget of up to \$1,000 per month on behalf of the client for any advertising requested, at no additional management fee. Beyond \$1,000, we charge a 15% management fee. These services can be used for Google AdWords and other online advertising, or for print media advertising.

Reporting: Marketeering Group offers its clients access to real time reporting via a private login through third party systems. Requests for further reporting may be made, and will be counted against their Marketing Consultation retainer. Simple questions or requests for clarifications may be made over the phone or email.

Limitations: The client must approve the designated budget in writing. Your advertising budget will be billed directly to your credit card, in your own Adwords or other advertising account. Marketeering Group will add a 15% management fee to your monthly bill for every dollar above \$1000. A 2.5% credit card processing fee will be included in this fee. Marketeering Group may advise on other ad purchases outside of digital advertising, but will not place purchase orders for print, radio, TV, or any other non-digital medium.

Marketing Consultation

Marketeering Group offers sets of consulting hours in each package to discuss (in person or over the phone) strategy, ideas, new technologies, and possibilities for further growing your visibility using your existing services, or by taking advantage of add on or implementing third party services.

Special Reporting: Requests for special reporting outside of verbal explanations of the real time reporting systems will count against the client's monthly consultation allotment.

Limitations: Consultation hours included in the selected package do not roll over each month.

Terms and Conditions

Payment: The Business agrees to pay Marketeering Group for the package of services as they are explained in this agreement. The service retainer will be billed monthly and will be paid in advance. All packages sold at a value less than \$500 per month, must be set to bill via credit card. All setup and website fees are due on signing.

Non Payment: Payment more than 30 days late will result in the automatic pause of all services until payment is made. Payment more than 90 days late will be sent to collections, and the entire account (including website hosting) will be suspended until payment is made. A client may not take advantage of our hiatus options listed in the cancellation policy if payments are more than 30 days overdue.

Beginning of Services: Monthly services and payments must begin no later than 6 weeks after signing of the contract. Services rendered and payments required are not dependent on the launch date of the website if that service is utilized.

On Boarding: The on boarding process will be completed once Marketeering Group has received all passwords, logins, and credentials requested in the onboarding email. It is the client's responsibility to provide Marketeering Group with all requested information. Any work not accomplished due to client delays in delivering requested information will not result in a refund, or postponement of the agreed upon service charges beginning and recurring on the agreed upon date. Likewise, there will not be a refund, or postponement of said service charges due to a delay to launch the website, for whatever reason.

Reporting: Marketeering Group allows real time access to its work completed, and analytics across several platforms. Those logins will be provided to the client upon setup.

Amendments: Any major amendments or adjustments to the services as outlined on the service page, which are disproportionate in value, are at the judgment of Marketeering Group. Marketeering Group retains the right to make adjustments to the details and micro focus of the services for the purposes of maintaining the Business' market competitiveness. These changes will not remove any services or necessary reporting associated with it. Marketeering Group will notify the client of the changes in an email message.

Early Cancellation & Discontinuation: Early Cancellation has an associated fee of 50% of the value remaining in the contract. Equipment and software is the sole property of Marketeering Group, unless otherwise noted. The client waives all rights to demand any refunds in the case of an early cancellation unless intentional wrongdoing can be proven.

Cancellation Policy: The following options exist for clients who wish to discontinue or hold services after or during their 6-month contract period:

1-3 Month hiatus: For re-evaluating finances or refocus their business, with the intent to restart services in the near future. Entailing:

- 1) No cancellation or re-setup fees.
- 2) If hosted with Marketeering Group, free hosting continues.
- 3) 2 hours of design & development per month (\$20/hour beyond 2 hours).
- 4) Account profiles & analytics remain on Marketeering Group's system for quick and free re-activation.
- 5) Add on services are available at published rates

Indefinite hiatus with hosting continued:

- 1) Costs \$25/month to cover hosting and tech support, plus incidental add on services.
- 2) No cancellation or re-activation fee.
- 3) 1 hour of design & development (billed at \$30/hour after).
- 4) Logins kept on file in case of emergency.

Indefinite hiatus for a non-hosted client:

- 1) Costs \$10/month for tech support (Wordpress sites only), plus incidental add-on services.
- 2) No cancellation or re-activation fee.
- 3) Design and development services are billed at \$30/hour.
- 4) Logins kept on file in case of emergency.

Total cancellation for a hosted client:

- 1) Requires notice of 30 days from next billing date.
- 2) \$150 cancellation fee + the cost of new hosting service (Includes setup of new hosting, plus site & email migration).
- 3) All files available to client via FTP transfer within 30 days.
- 4) All passwords and logins on file for the client will be provided within 30 days.
- 5) All SEO and analytic tools are shut down within 30 days.
- 6) All accounts removed from our system and logins deleted from our databases within 30 days after provision to client.
- 7) No add on services will be made available to the client.
- 8) If client wishes to restart service, current setup fees apply.

Total cancellation for a non-hosted client:

- 1) Requires notice of 30 days from next billing date.
- 2) \$100 cancellation fee.
- 3) All files available to client via FTP transfer within 30 days.
- 4) All passwords and logins on file for the client will be provided within 30 days.
- 5) All SEO and analytic tools are shut down within 30 days.
- 6) All accounts removed from our system and logins deleted from our databases within 30 days after provision to client.
- 7) No add on services will be made available to the client.
- 8) If client wishes to restart service, current setup fees apply.

Renewal: With the adoption of a new service package, the Business has the right to continue at the same price point for their original services. If prices increase, rates will be grandfathered in, but additional services will be billable at current rates.

Right of Refusal: We reserve the right to refuse business to anyone, and may terminate a contract with a client at no additional cost or penalty to the client or Marketeering Group.

Limitations: Marketeering Group agrees only to provide the services as outlined in this contract. Any requests for work above and beyond this agreement will be billed at current rates. All services and published add-on services are for current clients on a Marketing Package only, and cannot be used for third parties, resellers or clients of clients.

Ownership of Digital Content and Intellectual Property: The client maintains ownership of all digital content and intellectual property created or stored by Marketeering Group on the client's behalf, except in the case of non-payment, where in the client neglects to facilitate the transfer of data off of Marketeering Group's servers, Marketeering Group and the client will agree that RCW 59.18.310 on "Default in rent — Abandonment — Liability of tenant — Landlord's remedies — Sale of tenant's property by landlord" applies.

Liability: The company agrees not to hold Marketeering Group liable for any legal or financial responsibility or loss of business that may occur in the event of illegal hacking, software or hardware malfunctions, or human error. If the company can prove that Marketeering Group is either purposely misrepresenting the company or is not providing the promised services, they have the right to terminate the contract at no cost. However, they waive the right of recourse except in the case of proven criminal actions resulting in a direct loss of assets.

Hosting Liability: Should the client choose to host with Marketeering Group, they agree to release Marketeering Group from liability of financial loss caused by server malfunctions, malware, hacking, or any other possible loss or corruption of data outside caused by anything other than illegal actions by Marketeering Group.

Refunds: Marketeering Group reserves the right to issue refunds. However, the Business forfeits the right to demand any refund for payments made or services rendered as promised in this agreement.

Privacy: Marketeering Group will not share or sell any proprietary information about the Business to any person or company for any reason. Marketeering Group is authorized, however, to use examples and images of the work completed on behalf of the Business in its portfolio and marketing materials.