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Between: EX35 Creative, LLC

And: Children Developmental Services

SUMMARY

We'll always do our best to fulfill your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

SO IN SHORT;

You (Children's Developmental Services), located at 1801 S 4-J Rd, Gillette, WY 82718 ("You") are hiring us (EX35 Creative, LLC) ("We or Us") to: provide Digital Marketing (Bronze Package - detailed out below) for the monthly price of \$1500 for April 2022 through July 2022 as stated in our previous correspondence.

Of course it's a little more complicated, but we'll get to that.

WHAT DO BOTH PARTIES AGREE TO?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organization. You agree to provide us with the assets and information we need to complete the project. We need your files in a certain format and can help you in attaining them for our use. You'll review our work, provide feedback and approval in a timely manner. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

GETTING DOWN TO THE NITTY GRITTY

8 Social Media Posts a Month

These posts will consist of custom images either taken by us or royalty free stock images. These posts will be approved by you prior to posting, there is unlimited revisions. We will post on Facebook and Instagram.

Website Maintenance

Having EX35 on a monthly retainer to make any adjustments, add special events, keep the website up to date with the seasons by swapping out photos and updating the scrolling video.

Initials: _____

EX1000 Package

SEO Foundations - 3 URLs / 5 Anchors per URL

Guest Post - 30+ Domain Authority Site Links with 1,000 words

Blogger - 1 Article with 1,000 words to be approved by you

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed servable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

Blimey.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books. No faces of clients will be shown unless we have written consent from you via email or text message.

Initials:_____

Payment schedule

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule:

\$1500/month, due on the _____ of each month for one year starting April 2022.

After the four months you will have the opportunity to discontinue, renew, or adjust your contract. Due to inflation and continuing to add other services and expertise we cannot guarantee that the monthly price will stay the same.

We issue invoices electronically, either directly through email or through Square Up. If you choose to pay with a debit or credit card through Square Up, there will be an additional 4% charge added to each transaction to cover the additional fees. All invoices are due 30 days from day of invoice issued. All proposals are quoted in US Dollars and payments will be made at the equivalent conversion rate at the date the transfer is made.

But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

The dotted line

Signed by and on behalf of EX35 Creative, LLC

.....

Signed by and on behalf of Children's Developmental Services

.....

Date_____

Everyone should sign above and keep a copy for their records.

Initials:_____