

Design

Ben Strunk, Rebekah Strunk , , ,

By signing this Agreement, Ben Strunk, Rebekah Strunk ("Client") has retained Design , ("Service Provider") to proceed with the requested services, and agrees to the terms and conditions as set forth within this agreement.

Contract Services:

SERVICES: This agreement constitutes an order for online business management services.

PAYMENT: Client agrees to commit to payment in full on all packages or A La Carte Jobs at the time of signing of this agreement. Full payment is due BEFORE any work begins.

CLIENT RESPONSIBILITY: Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals, as in a partnership, where mutual professional respect, courtesy, and consideration are expected. Due to the virtual nature of the partnership, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests, and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to service and requires fair, realistic notice in order to attend to requests and projects. Poor planning or miscommunication on the part of Clients will not constitute an emergency for Service Provider. Client understands that Service Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality of work.

OFFICE HOURS & COMMUNICATION: Office hours are Monday through Friday, 8:00 am to 3:00 pm. Service Provider is available for phone calls only during office hours.

MATERIALS & INFORMATION: Client will provide all content, outlines, photos, product images, etc., necessary for any special projects. Source material must be clear and legible. The Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful, and complete information necessary for Service Provider to perform or complete the contracted services or project.

ACCURACY: Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofreading and accuracy. Service Provider is not responsible for errors or omissions.

PAYMENT OPTIONS: MasterCard, VISA, or Bank Transfer are accepted and payment is processed through our merchant account on the 1st of each month. You will receive an invoice on the 1st due upon demand.

LATE PAYMENTS: Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Any clients on a monthly contract will have a 5 day grace period before work ceases. Work will resume the day after the balance is paid.

LIEN: All material or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

LATE FEES: Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflows, increase administrative time, and prevent Service Provider from working to optimum standards and serving other clients in a fair and equal manner. Service Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.

PROPERTY: All billing (including invoices, statements, and estimates), reports are provided as a convenience to Client at the discretion of Service Provider.

ACCURACY OF INFORMATION: Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

INDEMNIFICATION / RELEASE OF LIABILITY: Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages, or proceedings, including, but not limited to, Service Provider's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys' fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and / or nonperformance of Service Provider's duties here under and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. In the absence of negligence, however, Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, not for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruptions, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors.

TERM / TERMINATION: Either party may terminate this agreement upon 14 days written notice to the other party. Provided, however, that each party may terminate the agreement immediately without prior notice in the event of a breach of this agreement by the other party. Upon termination, Service Provider shall invoice Client for any payment due, and payment will be due immediately upon receipt.

NON-DISCLOSURE AND NON-SOLICITATION: Service Provider shall not directly or indirectly disclose to any person other than a representative of Client at any time either during the term of this agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to the Client, including but not limited to customer lists, contacts, financial data, supply sources, business opportunities for new or developing business, plans and models, or trade secrets.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing the Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated {{curDate | mediumDate}} .

Signatures

Benjamin R Strunk

Benjamin R Strunk

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