



## K Marketing Co. LLC Service Agreement

THIS AGREEMENT is made between the submitting company, \_\_\_\_\_, hereinafter “Client”, and K Marketing Co, LLC, with a business address of 113 Oakridge Dr. Mountville, PA 17554, hereinafter “KMC”.

1. **Open Billable Hour Ticket:** This service includes, but is not limited to, website design, redesign, updates, SEO (Search Engine Optimization) Setup, Google Business Suite Setup, logo design, brand development, social media account setup and template design, email marketing setup and template design, strategic market research, digital and print marketing design, presentation design, copywriting, photo and video creation and editing, custom graphic design, event planning and management, and more!
  - a. Services that require ongoing work, such as, Google Ads, Social Media Ads, ongoing SEO work, social media management, email marketing campaigns, etc, are only available to Marketing Management Clients.
2. **Client On-Boarding:** KMC will arrange an onboarding session with the Client to kick off their project once the payment, as outlined in the project scope, and the signed terms have been received. The onboarding session focuses on understanding the Client’s immediate needs and objectives. We clarify the available hours, discuss the flexibility of rollover for unused hours, and establish a communication plan to ensure efficient tracking and reporting of hours worked.
3. **Unused Hours:** Unused time does not expire and stays available in the Client’s account.
4. **Additional Hours:** Additional hours can be purchased in minimum increments of 5-hour bundles at K Marketing Co.'s current hourly rate. While KMC strives to notify clients in advance if billable time is expected to exceed the agreed amount, there may be instances where KMC’s clocking system does not reflect the overage until the end of day report is generated. In such cases, the client acknowledges and agrees to the billing of up to 1.5 additional hours for completed work without prior notification.
5. **Copy:** KMC will develop and assist in the creation of the copy for the Client’s design, marketing, and print work. This process will involve input from the Client regarding industry specifics, as well as assistance from AI platforms. KMC will implement best practices to create copy that incorporates industry-specific keywords and reflects current market trends. The Client may also submit any original content they wish to include in the project scope electronically. If the Client chooses to provide copy, it must be submitted as a text-based document (e.g., Google Doc or Microsoft Word).
6. **Client-Provided Graphics and Images:** The Client may provide graphics, images, and other visual elements for inclusion in their design or marketing materials. It is the Client’s responsibility to ensure that all submitted graphics and images are free from copyright infringement and that they possess the necessary rights or licenses for their use. KMC will not be liable for any legal issues arising from the use of Client-provided graphics or images.

7. **Client Deliverables:** The Client acknowledges and agrees that KMC's ability to fulfill its obligations under this Agreement depends on the Client's prompt and complete cooperation. The Client agrees to respond to KMC's requests for information timely. The Client understands that failure to respond in requested timeframe may result in delays in the project scope and timeline.
8. **Design Review:** The Design Phase Review process is designed to ensure that the Client Project aligns with the agreed-upon Project Framework and the Client's expectations. KMC will deliver the first draft of the Client Project, encompassing a review of design elements and copy placement. Client will have five (5) days from the draft delivery to evaluate whether the project meets their expectations. Should any discrepancies be identified, the Client may request corrections. All communications and revisions will be charged to billable hours. If the allocated hours are exceeded, additional time will need to be added to the ticket for corrections or additional requests to be made.
9. **Published Work:** All work will be subject to editing by KMC. However, any issues related to spacing, layout, coloring, pixelation, or typographical errors in the approved design work will not be deemed defects. KMC will not be held responsible for any costs associated with reprinting due to these issues.
10. **Subscriptions and Renewals:** KMC may develop the Client's design or marketing work using various platforms. The Client acknowledges that certain platforms require hosting services or ongoing subscriptions, which must be obtained and maintained by the Client. KMC will assist with the initial setup of these accounts; however, the Client is responsible for managing payments and maintaining the accounts using their own credit card. The renewal of any subscriptions procured by KMC on behalf of the Client remains the Client's sole responsibility. KMC is not liable for any loss, cancellation, or service disruption resulting from missed or late payments upon renewal. This includes but is not limited to, fees for website hosting, domains, email services, Canva subscriptions, and similar services.
11. **Changes to Scope:** The Client acknowledges that any modifications or additions to the Project Framework are considered a change of scope. Changes will be billed against the existing billable hours ticket.
12. **Design Options:** The Client acknowledges that they will provide basic branding guidelines, color schemes, and essential elements that they wish to incorporate into the project during the Onboarding process. KMC will use this information as a foundation for the project. Any subsequent requests for revisions related to design elements, graphic selections, color preferences, layout, style, wording, and similar aspects are considered a Change to Scope as outlined above.
13. **Design Ownership:** The Client acknowledges that they will retain ownership of design assets once they possess the necessary software and request editable copies, such as those created in Canva, Adobe, Wix, MailChimp, etc. The time required to provide these editable copies will be charged to billable time. All clients will maintain full ownership of their digital assets, provided their accounts on the respective design platforms are in good standing.
  - a. Editable versions of any design work requested after twelve (12) months of creation may no longer be available.
  - b. KMC is not responsible for the Client's deletion or modification of work to which the client has editable access.
14. **Social Media/Online/Ad/Google Accounts:** The Client agrees to provide KMC with admin and/or editor access to online social media, Google My Business Suite, and any ads account KMC is requested by the Client to work within. KMC will not monitor comments, messages, reviews, and similar interactions on the Client's account. The Client acknowledges full responsibility for all aspects of their social media, advertising, and Google accounts. KMC shall not be liable for any removal, deletion, corruption, hacking, or other issues affecting the Client's social media, online, advertising, or Google accounts.

15. **Third-Party Source Code:** The Client's Project may incorporate software developed by third parties, including but not limited to Wix, Facebook, Instagram, MailChimp, Adobe, Google, Canva, shopping carts, photo galleries, and similar platforms. In such cases, Client's Project will be governed by the terms and conditions set forth by the respective third-party software owners. The Client will have the right to use the software solely as a licensee, and no ownership rights of any kind will be transferred to the Client.
16. **Third-Party Partners:** The Client acknowledges that the scope of services provided by KMC does not include programming the Client's Customer Relationship Management (CRM) system, advanced integration of the Client's CRM system with marketing platforms, email servers, or any tasks typically performed by IT companies, tech support, or programmers. However, KMC may facilitate coordination with appropriate partners to assist with these services upon the Client's request. Any additional costs or fees associated with such services provided by third-party partners will be the responsibility of the Client.
17. **Project Development and Browser and/or Device Compatibility:** When applicable, KMC will create designs for optimal viewing on widely used current browsers (e.g., Google Chrome, Safari, etc.) and device size variations (e.g. desktop and mobile) that are supported by the software utilized in the development of the Client's Project. The Client acknowledges that KMC cannot guarantee proper functionality across all browser software and different operating systems. KMC shall not be held responsible for issues arising from new browser versions released after the design and delivery of the Client Project, or due to limitations of third-party software used. Furthermore, KMC's compliance with the Americans with Disabilities Act (ADA) will only be conducted if explicitly specified in the Project Proposal.
18. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understanding, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties.

Name:

Company/Organization:

Title:

Signature:

Date:

Megan Kalbach

K Marketing Co. LLC

Owner

Signature:

Date:

