



K Marketing Co. LLC Service Agreement

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

Mini Marketing Management Plan, [level] Package:

Primary Contact: [first and last name]

Plan Hours: [hours] service hours per month

Plan Cost: [cost] per month

Plan Duration: [number] Months, with the auto-renew option unless cancelation is requested.

Payment Schedule:

[month] [year]: Paid [at the time contact begins]

[month] [year]: Auto-Charge on 15th of the month prior, continued through contract duration.

Monthly auto-renewal will continue at the conclusion of the contract term, unless cancelation is requested with 60 days notice.

- 1. Marketing Management Plan Services:** This plan includes but is not limited to, website design, redesign, and management, SEO (Search Engine Optimization), Google Business Suite and Google Ads, Google Analytics, keyword research and ranking, logo design, brand development, social media design and management. social media ads design and management, email marketing, mass media campaigns including billboards, TV and streaming, radio, and magazine designs, 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!
- 2. Client On-Boarding:** The onboarding meeting is designed to establish a solid foundation for a successful partnership between KMC and the Client. The primary objectives of this session include gaining a comprehensive understanding of the Client's business goals, target audience, and unique value proposition to tailor marketing strategies effectively. KMC will develop the specific scope of services the client would like KMC to focus on, project

timelines, and deliverables, ensuring both parties are aligned on expectations and responsibilities. Additionally, KMC will gather essential information, assets, and access required for effective marketing management, including branding guidelines and existing marketing materials. The meeting will also focus on establishing preferred communication channels and frequency for updates and feedback, fostering an open and collaborative relationship with the primary contact person. Finally, KMC will set measurable Key Performance Indicators (KPIs) to assess the success of our marketing efforts and ensure accountability throughout the engagement. Through this onboarding process, KMC aims to create a shared vision for the marketing strategy, paving the way for a productive and successful collaboration. Additionally, KMC will provide a monthly management report, related performance reports and a time log each month.

3. **First Month Setup:** The first month will primarily focus on initial brand development, account access, and setup tasks, as outlined during the client onboarding meeting. Based on the selected marketing management package and the services requested during the onboarding, a significant portion of the first month's management hours will be dedicated to these foundational tasks. In the following months, the focus will shift to content creation, ad implementation, and ongoing marketing efforts, as determined during the onboarding and as the client's marketing management needs evolve.
4. **Dedicated Monthly Support:** The client will receive dedicated monthly marketing support tailored to their specific needs. Time spent on all services, including revisions, meetings, and communications, will be tracked and provided to the client on their monthly management report.
5. **Rollover of Unused Hours:** Any unused hours within the client's monthly plan will automatically roll over for use within the subscription period. These rollover hours will be available for future use until the end of the contract term.
6. **Additional Support:** The client may pre-use up to 10% of their monthly management hours in the month prior. If additional time is required beyond 10% of the monthly allocation, the client has the option to (a) purchase additional hours at the management hourly rate or (b) defer requests until additional time is available in the following month. Any extra hours needed beyond the allotted plan will be billed at the marketing management hourly rate (plan price divided by the number of hours in the plan equals the client's additional hourly rate.)
7. **Monthly Management Report:** KMC will provide a monthly management report, related performance reports and a time log each month. This monthly report will also indicate the areas of focus KMC worked on in the month, items KMC is still in need of approval for, and the goals for the following month.
8. **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 the 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).
9. **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.
10. **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 the requested timeframe may result in delays in the project scope and timeline.

11. **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 submit marketing materials for approval to ensure that all content aligns with the overall marketing strategy and project goals. Any requested revisions and redesigns will be accounted for within the allocated marketing management time.
12. **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.
13. **Subscriptions and Renewal:** 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. KMC will notify the Client of any subscription alerts or notices it receives that require an updated card, payment, or other actions related to the Client's account. 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.
14. **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 as part of the Client's marketing management time allocation.
15. **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.
16. **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 hours or management time. All clients will maintain full ownership of their digital assets, provided their accounts on the respective design platforms are in good standing, as outlined in KMC's terms and conditions.
 - 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.
17. **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. When requested, KMC will monitor comments, messages, reviews, and similar interactions on the Client's account once daily, Monday through Friday, excluding office holidays. KMC will reach out to the Client for approval on specific questions or reviews requiring the Client's input. 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.

18. **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.
19. **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.
20. **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.
21. **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: