

Marketing Services Agreement

This **Marketing Services Agreement** ("Agreement") is entered into as of the **January 01, 2024**, by and between **AwesomeSauce Inc.** ("Client"), located at **One Post, San Francisco, CA**, and **Design and Printing Coupons Inc.** ("Agency"), located at **250 Mission Street, San Francisco, CA**.

1. Services

1.1 Scope of Work: The Agency agrees to provide creative pre-production and production services as specified in **Exhibit A** ("Services"). This Agreement will cover projects that involve both creative concept development and production for marketing collateral printing.

1.2 Minimum Order Requirement: A minimum of **500 collaterals** must be ordered per project to use this Agreement.

1.3 Project Initiation: For each project, Client will provide a project brief, and Agency will confirm the details, deliverables, and schedule in writing before commencement.

2. Term

2.1 Initial Term: This Agreement will be in effect from the Effective Date and will continue for **one year**, unless terminated earlier in accordance with this Agreement.

2.2 Renewal: The Agreement may be renewed for additional one-year periods if both parties agree in writing at least **30 days** before the expiration of the current term.

3. Pricing

3.1 Fixed Pricing Model: The pricing for each project will be based on the number of collaterals ordered, as detailed in **Exhibit B**. The pricing includes both pre-production creative work and production work.

3.2 Payment Schedule: Client will pay Agency according to the milestone-based payment schedule outlined in **Exhibit B**.

4. Exhibit A: Scope of Work

The following services are included under this Agreement:

1. **Pre-Production Creative Work:**
 - Concept development, brainstorming, and ideation.
 - Creation of storyboards, copywriting, and design.

- Client meetings for concept approval.

2. Production Work:

- Printing, sourcing, and quality control of marketing collaterals.
- Coordination with third-party vendors for print production and delivery.
- Packaging and shipment of collaterals as required.

3. Marketing Collateral Examples:

- Brochures, flyers, posters, banners, catalogs, and product packaging materials.

5. Exhibit B: Fixed Pricing Based on Number of Collaterals

The following fixed-cost pricing applies to all projects under this Agreement based on the number of collaterals ordered:

Collateral Range	Pre-Production Cost	Production Cost (Per Collateral)	Total Fixed Cost	Milestone Payment Schedule
500 – 999 Collaterals	\$3,500	\$2.50/collateral	\$3,500 + (\$2.50 x #)	50% upon concept approval, 50% upon delivery
1,000 – 4,999 Collaterals	\$5,000	\$2.25/collateral	\$5,000 + (\$2.25 x #)	50% upon concept approval, 50% upon delivery
5,000 – 9,999 Collaterals	\$6,500	\$2.00/collateral	\$6,500 + (\$2.00 x #)	50% upon concept approval, 50% upon delivery
10,000+ Collaterals	\$7,500	\$1.75/collateral	\$7,500 + (\$1.75 x #)	50% upon concept approval, 50% upon delivery

6. Acceptance Criteria

6.1 **Deliverables and Milestones:** Each project will follow a milestone-based workflow:

- **Milestone 1: Creative Concept Submission:** The Agency will submit creative concepts for Client review.
- **Milestone 2: Finalized Design and Pre-Production Sign-off:** After incorporating Client feedback, the Agency will submit final designs for approval.
- **Milestone 3: Production Completion and Delivery:** After production, collaterals will be delivered to Client's specified location.

6.2 Acceptance Testing: Upon completion of each milestone, the Client will have **5 business days** to review and either approve or request revisions.

6.3 Revisions: The Agency will complete up to **two rounds of revisions** for each milestone at no additional cost. If further revisions are required, they will be billed at the rate of **\$(Hourly Rate)**.

6.4 Final Acceptance: A milestone will be deemed accepted if:

- The Client provides written confirmation of acceptance.
- The Client fails to provide feedback within **5 business days** of delivery.
- The deliverable meets all agreed-upon specifications in the project brief.

7. Intellectual Property

7.1 Ownership: Upon full payment, the Client will own all rights, titles, and interests in and to the final deliverables, including creative concepts, designs, and printed materials.

7.2 Agency Use: The Agency may use portions of the creative work (excluding confidential materials) for portfolio purposes and self-promotion, with prior approval from the Client.

8. Confidentiality

8.1 Confidential Information: Both parties agree to protect and maintain the confidentiality of any proprietary information disclosed during the course of the project. This includes, but is not limited to, marketing plans, business strategies, and design specifications.

8.2 Exclusions: Confidential information does not include information that is publicly available, independently developed, or required to be disclosed by law.

9. Termination

9.1 Termination for Convenience: Either party may terminate this Agreement with **30 days' written notice**. The Client will be responsible for paying for Services performed through the termination date.

9.2 Termination for Cause: Either party may terminate this Agreement if the other party breaches any material term and fails to cure the breach within **10 business days** of receiving written notice.

10. Representations and Warranties

10.1 Agency Warranties: The Agency represents and warrants that:

- All Services will be performed in a professional and workmanlike manner.
- The Agency holds all necessary rights to perform its obligations under this Agreement.

10.2 Client Warranties: The Client represents and warrants that:

- It holds the necessary rights to any materials (such as logos, product images, or trademarks) provided to the Agency for use in the Services.

11. Indemnification

11.1 Agency Indemnification: The Agency will indemnify and hold harmless the Client from any claims, liabilities, or damages arising out of the Agency's breach of this Agreement or violation of third-party intellectual property rights.

11.2 Client Indemnification: The Client will indemnify and hold harmless the Agency from any claims, liabilities, or damages arising out of materials provided by the Client for the Services.

12. Limitation of Liability

12.1 Cap on Damages: Neither party's liability under this Agreement will exceed the total fees paid by the Client for the project giving rise to the claim.

12.2 No Consequential Damages: Neither party will be liable for indirect, special, consequential, or incidental damages arising from or related to this Agreement.

13. Miscellaneous

13.1 Governing Law: This Agreement will be governed by the laws of **[State/Country]**.

13.2 Entire Agreement: This Agreement, including all exhibits, represents the entire understanding between the parties and supersedes all prior agreements or discussions, oral or written.

13.3 Amendments: This Agreement may only be amended in writing, signed by both parties.

Signatures

AwesomeSauce Inc.

By: _____

Name: _____

Title: _____

Date: _____

Design and Printing Coupons Inc.

By: _____

Name: _____

Title: _____

Date: _____

