

# **STATEMENT OF WORK AND CONTRACT**

## **INFORMATION REGARDING SERVICES RENDERED**

The following information will detail services between “Media Bee Connections” (MBC) and “Client”. All information must be read by client and the final contract page signed, scanned and returned to MBC including deposit prior to any commencement of work.

### **1.0 SERVICES RENDERED**

#### **1.1 PROJECT: SOCIAL MEDIA MANAGEMENT AND/OR WEB DESIGN**

After a consultation meeting between MBC and Client, we will work diligently to create a look and feel that works with what the client has in mind to convey their business and services that will adapt to the capabilities of many devices and screen sizes. Because of time limitations, once client is in agreement of the “look” you wish to achieve, we will concentrate heavily on production of client’s social media content and/or website. We will hold a meeting with client “half-way” through completion, just to make sure we are “on the same page”.

#### **1.2 PROJECT: PROOFREADING**

Media Bee Connections has worked with numerous authors and companies in the context of proofreading, editing and indexing novels, manuscripts and documents. Whether you are a student, in the field of academia, author, business or corporate, personal or involved in a book or manuscript, we work with you on a continual basis to help you achieve your goal with your writing project.

#### **1.3 TEXT CONTENT**

Writing or inputting any text copy is not included in this contract, as stipulated in line item 5.1-5.2. If writing text is required, an addendum to the proposal and contract will be created.

#### **1.4 PHOTOGRAPHS**

Again, as stipulated in Line item 5.1-5.2, client will supply files to MBC in an editable, .jpg or .png format. Photographs must be in high resolution digital format. If you choose to purchase stock photographs, MBC can suggest stock libraries and style of photography/images. If you would like MBC to search for photographs for you, we can provide a separate estimate for that. Cost of buying stock photographs is not included in this contract.

#### **1.5 BROWSER AND DESKTOP BROWSER TESTING**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person’s experience of a design should be appropriate to the capabilities of a browser or device. We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox.

#### **1.6 TECHNICAL SUPPORT**

We are not a website hosting business, hence we do not offer support for website hosting, email or other services related to hosting. As explained during consultation and in pricing,

we will set up an account for you at one of our preferred hosting providers. We will set up your site on a server, as well as set up your Yelp and Google Business accounts. After that, any updates to, and management of, that server and monthly management of your website and/or other services will be determined in a separate estimate and agreement.

## **1.7 CHANGES AND REVISIONS**

We know from experience that fixed-price contracts are rarely beneficial to our clients, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind or make decisions later when you might be better informed. The price quoted will be based on the length of time we estimate we will need to accomplish everything you have currently told us you will like to achieve, but we will be happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we can provide a separate estimate for you to cover the additional work.

## **1.8 ERRORS**

We can't guarantee that our work will be error-free, 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 have advised us of them...(we are human)!! We will, however, make any necessary corrections to your social media projects and/or website that you might point out, and correct them immediately.

## **2.0 MUTUAL COOPERATION**

We agree to use our best efforts to fulfill and exceed your expectations on the projects listed above. You agree to aid us in doing so by making available any needed information pertaining to your social media projects and/or website and to cooperate with us in expediting the work.

## **3.0 TERMS OF PAYMENT**

### **3.1 BILLING SCHEDULE**

We're sure you understand how important it is as a small business that you pay the invoices we send you, promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the payment schedule.

### **3.2 CLIENT AGREEMENT TO PAY**

Depending on the project terms, payment will either be invoiced before work begins or on the first (1<sup>st</sup>) of each month. Client agrees to pay the initial (1<sup>st</sup>) payment which will act as a deposit for said project. Media Bee Connections will begin providing services once deposit has been received. **(A.)** The client will pay to Media Bee Connections a rate of \$40.00 per hour for occasional help or small project work, or **(B.)** Client will pay to Media Bee Connections the discussed fee(s) based on a package price or as outlined in the business proposal contract.

Client will have 15 days payment terms. In the event payment is not made within 15 days, Media Bee Connections will charge a late payment fee of 15% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs MBC pays for carrying overdue invoices from Client. In addition, MBC reserves the right to hold the contracted work and not make it available until payment is received.

### **3.3 COLLECTION COSTS**

In the event MBC incurs legal fees, costs and disbursements in an effort to collect our invoices, and in addition to interest on the unpaid balance, client agrees to reimburse MBC for these expenses.

### **4.0 CANCELLATION OF PLANS**

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse MBC for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancellable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses. FURTHERMORE, Client agrees to give MBC notice in writing within 60 days of need to cancel services. Client will continue paying invoices for those 60 days. This gives MBC enough time to bring in another client to make up for the lost of income due to early cancellation of said Client's contract.

### **5.0 RESPONSIBILITIES OF MEDIA BEE CONNECTIONS AND CLIENT**

#### **5.1 MEDIA BEE CONNECTIONS RESPONSIBILITY FOR RELEASES**

We shall obtain any releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, artwork or any other property or rights belonging to a third party obtained by us for use in performing services for you (if applicable).

#### **5.2 CLIENT RESPONSIBILITY FOR RELEASES**

You guarantee that all elements of text, images, or other artwork you provide are either owned by yourself, or that you have permission to use them. When final payment has cleared, copyright will be automatically assigned as follows:

- You will own the visual elements that we create for your project(s). We will give you source files and finished files and you should keep them somewhere safe as we are not required to keep a copy. You own all elements of text, images, and data you provided, unless someone else owns them.
- We will own the unique combination of these elements that constitutes a complete design and we will license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise and we can provide a separate estimate for that.

#### **5.3 CLIENT'S RESPONSIBILITY FOR ACCURACY**

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of the Agreement.

### **6.0 CONFIDENTIALITY**

Media Bee Connections acknowledges its responsibility, both during and after the term of its contract, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by MBC on behalf of Client or disclosed by Client to MBC.

### **7.0 TERMS AND TERMINATION**

#### **7.1 PERIOD OF AGREEMENT AND NOTICE OF TERMINATION**

Once deposit has been received, this agreement shall become effective as of the date stated on signed contract and shall continue until terminated by either party upon completion or not less than 60 days' notice in writing given by either party to the other should the contract be terminated.

## **7.2 TERMINATION FOR CAUSE**

Either party to this agreement may terminate the agreement if the other party defaults in the performance on any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

## **7.3 PAYMENT FOR NON-CANCELLABLE MATERIALS**

Any non-cancellable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by the Client, in accordance with the provisions of this agreement. We agree to use our best efforts to minimize such liabilities (and will contact you with notification prior to any purchases) immediately upon written notification from you. We will provide written proof, upon request of the Client, that any such materials and services are non-cancellable.

## **7.4 MATERIALS UNPAID LEFT UNPAID**

If upon termination there exists any materials furnished by MBC or any services performed by MBC for which Client has not paid MBC in full, until such time as Client has paid MBC in full, Client agrees not to use any such materials, in whole or in part, or the product of such services.

## **7.5 TRANSFER OF MATERIALS**

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by Client to MBC; MBC shall transfer, assign and make available to Client all property and materials in its possession or control belonging to Client. Client agrees to pay for all costs associated with the transfer of materials.

## **8.0 GENERAL PROVISIONS**

### **8.1 GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province/State of North Carolina.

### **8.2 REPRESENTATIONS AND WARRANTIES**

The parties each individually represent and warrant that each has full power and authority to enter into this agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

### **8.3 ENTIRE AGREEMENT**

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between parties as to such subject matter.

## 8.4 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision has never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

## NEXT STEPS

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1. Please make sure you have read this contract in its entirety to comprehend all the details involved with us working together. It's very important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.
2. If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.
3. Once you feel confident about everything and are ready to move forward, please copy the document for your records, sign in the designated area below, and forward a copy of the signed area back to Media Bee Connections at McKeonVA@gmail.com.
4. Keep the original signed copy for your records.
5. Once we receive notification of your acceptance, we will contact you shortly to sort out next steps and get the project rolling.
6. We will scan and email to you a separate copy of the signed contract by both of us for your records.
7. If you'd like to speak to us by phone, don't hesitate to call at 828.399.0797

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Client's First and Last Name, Client's Title

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Date

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Client's Business Name, if applicable

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User Assigned, User Title  
Media Bee Connections

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Date