Client Working Agreement

This Advertising BEACON Agreement ("Agreement") is made and effective this **\_\_\_\_\_\_\_\_\_, 2016**, by and between **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** ("CLIENT") located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and **Beacon Media + Marketing** (BEACON) a dba of Beacon Publishing + Design, LLC.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained the parties hereto agree as follows:

1. **Engagement.**
   1. CLIENT engages BEACON to render, and BEACON agrees to render to CLIENT, certain advertising, design, website development, and/or marketing services for CLIENT as outlined in the addendum and/or attached estimate.
2. **Exclusivity.**
   1. BEACON shall be the ExclusiveAdvertising Agent for the CLIENT in the United States with respect to the products described in the addendum. (*INITIAL ONE*) **\_\_\_\_\_ YES \_\_\_\_\_ NO**
3. **Non-Disclosure.**
   1. All information supplied by one party to the other which is clearly marked ‘Proprietary or which is derived therefrom (collectively, ‘Proprietary Information’) shall remain the exclusive property of the party supplying same. The receiving party shall use a reasonable degree of care to keep, and have its employees and agents keep, confidential any and all Proprietary Information. The recipient shall not copy or publish or disclose the Proprietary Information to others, or authorize its employees, or agents or anyone else to copy, publish or disclose it to others, without the disclosing party’s written approval, nor shall the receiving party make use of the Proprietary Information except for the purposes of executing its obligations hereunder, and shall return the Proprietary Information to the disclosing party at its request.
   2. These nondisclosure obligations will not apply to Proprietary Information which: (a) becomes generally known to the public by publication or by any means other than a breach of duty on the party of the recipient hereunder; (b) is information previously known to the recipient; (c) is information independently developed by or for the recipient; or (d) is information released by the owning party without restriction or released pursuant to a judicial or governmental decree.
4. **Billing.**
   1. Invoices shall be submitted in an itemized format and are due upon receipt unless otherwise agreed upon.
   2. BEACON bills once an estimate has been approved for the entire amount of the estimate. An approved estimate is an agreement to begin work. Any additional approved work beyond the initial approved scope will be billed separately.
   3. On monthly accounts, BEACON will bill at the beginning of the month for the month. The first month can be prorated. Follow up billing will occur on the 1st or the 15th as agreed upon in the addendum.
   4. Changes to billing will be documented with a change order that will be approved by the client.
5. **Cost Estimates.**
   1. BEACON shall not commence work on any project pursuant to this Agreement without first estimating costs for preparation, including copy, service, layout, art, engraving, typography, processing, paste up and production. After determining the estimated cost, completion of the work shall be subject to CLIENT's prior approval.
6. **Audit Rights.**
   1. BEACON agrees that following reasonable prior notice any and all contracts, agreements, correspondence, books, accounts and other information relating to CLIENT's business or this Agreement shall be available for inspection by CLIENT and CLIENT's outside accountants, at CLIENT's expense.
7. **Ownership and Use.**
   1. CLIENT owns all rights to any content and design done by BEACON during the course of this contract, excluding any content provided by the CLIENT.
   2. BEACON can and will sign over ownership to CLIENT at the client’s request at the time of the estimate. There may be fees involved in the transfer of ownership.
8. **Indemnification and Insurance.**
   1. BEACON shall indemnify and hold CLIENT harmless with respect to any claims, loss, suit, liability or judgment suffered by CLIENT, including reasonable attorney's fees and costs, based upon or related to any item prepared by BEACON or at BEACON's direction, including, but not limited to, any claim of libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright or other intellectual property interest, except where any such claim arises out of material supplied by CLIENT and incorporated into any materials or advertisement prepared by BEACON.
   2. CLIENT agrees to indemnify and hold BEACON harmless with respect to any claims, loss, liability, damage or judgment suffered by BEACON, including reasonable attorney's fees and court costs, which results from the use by BEACON of any material furnished by CLIENT or where material created by BEACON or at the direction of BEACON subject to the indemnification in subsection A. above is materially changed by CLIENT. Information or data obtained by BEACON from CLIENT to substantiate claims made in advertising shall be deemed to be "material furnished by CLIENT to BEACON".
9. **Terms**.
   1. This Agreement begins on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** and shall continue in full force and effect until terminated by either party upon at least thirty (30) days prior written notice**.** The rights, duties and obligations of the parties shall continue in full force during or following the period of the termination notice until termination, including the ordering and billing of advertising in media whose closing dates follow then such period.
10. **Rights Upon Termination.**
    1. Upon termination of the Agreement, BEACON shall transfer, assign and make available to CLIENT all property and materials in BEACON's possession or subject to BEACON's control that are the property of CLIENT, subject to payment in full of amounts due pursuant to this Agreement
    2. Upon termination, BEACON agrees to provide reasonable cooperation in arranging for the transfer or approval of third party's interest in all contracts, agreements and other arrangements with advertising media, suppliers, talent and others not then utilized, and all rights and claims thereto and therein, following appropriate release from the obligations therein.
11. **Final Agreement.**
    1. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
12. **Governing Law.**
    1. This Agreement shall be construed and enforced in accordance with the laws of the State of Alaska.

IN WITNESS WHEREOF, the parties hereto have executed this Client Working Agreement as of the date first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (CLIENT) Name & Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (BEACON) Name & Title

**Client Addendum Date:**

**Services to be offered:**

1. Website Development \_\_\_\_\_\_\_\_ Website Maintenance \_\_\_\_\_\_\_\_\_\_\_
2. Inbound Marketing \_\_\_\_\_\_\_\_\_
   1. Blogging (Monthly) \_\_\_\_\_\_\_\_\_\_ (how many blogs per month? \_\_\_\_\_\_\_)
   2. Social Media Marketing:
      1. Facebook \_\_\_\_\_\_ Pinterest \_\_\_\_\_\_\_\_ Twitter \_\_\_\_\_\_\_\_ Instagram \_\_\_\_\_\_\_
      2. Other \_\_\_\_\_\_\_\_ Promoted Posts/Pins \_\_\_\_\_\_\_\_\_\_
   3. Google AdWords \_\_\_\_\_\_
   4. E-Mail Marketing \_\_\_\_\_\_\_\_\_\_
   5. Landing Pages \_\_\_\_\_\_\_\_
3. Design (What type of design?) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. Media Buys \_\_\_\_\_\_\_\_\_\_
5. Video Production \_\_\_\_\_\_\_\_\_\_\_

**Billing Information:**

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Billing Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bill Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_

**Billing:** *(circle one)* Project/Monthly/Quarterly/Yearly **Billing Cycle:** *(circle one)* 1st of the month/15th of the month

Amount due at signing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Amount due monthly: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Check# \_\_\_\_\_\_\_\_\_\_

Credit Card *(Visa/MC/AMX/Discover)*

Card #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sec. Code: \_\_\_\_\_\_\_\_\_\_ Ex. Date \_\_\_\_\_\_\_\_\_\_\_\_\_

Billing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*By signing here I authorize Beacon to charge my card automatically on the above mentioned dates (1st or 15th) for the preapproved amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for services rendered. Beacon has my permission to charge the card monthly for the duration of the contract or until I request that they cancel the account, in writing with 30 days notice.*