

## **Terms of Agreement:**

### **1. Authorization.**

The named Client (hereinafter referred to as "Client") is engaging Cre8ive Options LLC as contractor for the specific purpose of graphic design/web and website related design work or as otherwise described within the SCOPE OF WORK and herein after referred to as the "SCOPE OF WORK", to be provided to the Client and/or published on the Client's account on an Internet Service Provider (ISP)/Web Presence Provider (WPP) computer, herein after refer to as "Hosting Service", or provided on diskette or via electronic transmission at the discretion of Cre8ive Options, LLC. The Client hereby authorizes Cre8ive Options LLC to access said account(s), and authorizes the Hosting Service to provide Cre8ive Options LLC and its designer, Julia A Fowler, with "full access" to the Client's account, and any other programs needed for the SCOPE OF WORK included as part of the Client's service agreement/level. The Client also authorizes Cre8ive Options LLC to submit, when/if applicable any completed SCOPE OF WORK to major Web Search Engines, if applicable.

### **2. Development.**

This SCOPE OF WORK will be developed using industry standard software: Cre8ive Options, LLC currently uses Adobe® Photoshop, Adobe® Illustrator, Adobe® InDesign, Adobe® Acrobat, Adobe® Dreamweaver. Cre8ive Options,

- **Compatibility –**

Graphic Design: Cre8ive Options LLC uses industry standard software. Native files where applicable are delivered by agreed method to the client according to the SCOPE OF WORK. No liability exists on the part of Cre8ive Options LLC to provide or otherwise assure Client possess appropriate software to adjust, manipulate or otherwise work with said files. Currently Cre8ive Options LLC utilizes Adobe Creative Cloud Suites and Softwares and as such files are provided in their format for intended and agreed use, unless otherwise requested in advance by the Client. Alterations required on the part of Cre8ive Options LLC to accommodate requested format changes may incur additional charges at the discretion of Cre8ive Options LLC.

Website Design: Designing a web site to fully work in multiple browsers (and browser versions) can require considerable, extra effort. It could also involve creating multiple versions of code/pages. Cre8ive Options LLC represents and warrants that the web site we design for you will work in the latest web browsers:

- IE10, IE11, Firefox, Safari, Chrome, Edge
- Mobile and Responsive WordPress web work is tested but not warranted for success on any specific device or display.

While Cre8ive Options LLC will make reasonable efforts to design a fully-functional web site, Cre8ive Options LLC services or warranty does not cover AOL, MSN, MAC, phone, personal PDA, Tablet, text-based browsers or requested special effects that we have advised you against.

- **For People with Disabilities –** Cre8ive Options LLC standard is to meet at least half the currently recommended guidelines for web site development. Without sacrificing quality and design, we try to ensure that the content and functions we build into our web sites are available to all visitors. If your website requires any special circumstances for assistance with/and/or for disability measures, CLIENT assumes responsibility to alert Cre8ive Options LLC of such needs in writing. Where agreeable, and at such time as required, an additional SCOPE OF WORK will be provided in writing, for approval that meets the requirements requested for both parties.

### **3. Assignment of Web Design Project.**

Cre8ive Options LLC reserves the right, and you hereby agree, to assign subcontractors to the SCOPE OF WORK at any time to insure that the terms of this agreement are met as well as on-time completion.

### **4. Copyrights and Trademarks.**

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Julia A Fowler and Cre8ive Options LLC for inclusion in the SCOPE OF WORK are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Julia A Fowler and Cre8ive Options LLC and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

## **5. Web Site Maintenance [IF SCOPE OF WORK].**

All website's require routine maintenance and updating. The terms of service include NO website maintenance unless otherwise agreed to in writing. Such items may include, but are not exclusive to: theme changes or updates, plugin changes or updates, platform changes or update, major or minor page reconstruction, new pages/new posts, changes to aesthetics, changes to url's, artwork, or text, guestbooks, discussion webs, blogs, navigation structure changes, attempted updates by Client repairs or Web Design Projects delivered to Client via diskette, U.S. mail and e-mail. The maintenance period begins on the date the Client's web site is available to be published to the Client's hosting service [NO APPROVAL IS NEEDED]. Major page code and/or graphics changes and additions will be charged at the \$65.00 per hour rate. (Notice: This rate is subject to change at any time.) Maintenance agreements are billed on or about the 1<sup>st</sup> day of each month and are due upon receipt or within the payment terms outlined on the delivered invoice. All payments, regardless of amount, must be made within 21 days to avoid penalty fees.

## **6. Completion Date.**

Cre8ive Options LLC and the Client must work together to complete the SCOPE OF WORK in a timely manner. We agree to work expeditiously to complete each scope of work no later than 30 days after Client has submitted all necessary materials OR to adhere to any work schedule as set forth by the contracted arrangement and agreed to by both parties. Regardless of any agreed work schedule, the client agreed that if for ANY REASON the client becomes absent from active engagement (ceases reasonable communication) with the project for a term of more than 30 days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by Cre8ive Options LLC as liquidated damages and the contract shall become null and void, at Cre8ive Options LLC option.

## **7. Project Delivery.**

The final SCOPE OF WORK will be either:

a) provided to the client by electronic file format or in such cases as US Mail Service or the like is required, Client agrees to pay Cre8ive Options, LLC for the mailing costs of such final product delivery charges upon the receipt of full payment.

or

b) published to the Client's hosting service or provided to the Client by electronic file format or in such cases as US Mail Service or the like is required, Client agrees to pay for the mailing costs of such final product delivery charges upon receipt of final payment.

- **Hosting:**

- The Client understands that Cre8ive Options LLC does not provide any hosting services in connection with the SCOPE OF WORK. Hosting services require a separate contract directly with the hosting service of the Client's choice. The Client agrees to select a hosting service which allows Cre8ive Options LLC full access to the Client's account via FTP (File Transfer Protocol). The Client will be solely responsible for any and all hosting service charges, unless otherwise specified in their SCOPE OF WORK.

- **Publishing:**

- If the hosting service has FrontPage®98 extensions installed and the extensions are not configured correctly to support publishing/FrontPage®98 functionality, Cre8ive Options LLC will not be responsible for problems arising from improperly installed FrontPage®98 Extensions.
- There is no additional charge to publish the site if the hosting service does not have FrontPage®98 extensions installed and Cre8ive Options LLC must use an FTP.

## **8. Electronic Commerce Laws.**

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the SCOPE OF WORK or any other services contemplated herein, and will hold harmless, protect, and defend Julia A Fowler and Cre8ive Options LLC and its subcontractors from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

## **9. Graphic Design/Web Design Project Copyright.**

Copyright to the finished artwork, graphic design, logo, website designed, or any creative work produced by Cre8ive Options LLC will be owned by Julia A Fowler and/or Cre8ive Options LLC. The Client will be assigned rights

to use the Graphic Design/Web Design Project AKA SCOPE OF WORK as a web site (or where otherwise agreed in writing), once final payment under this agreement and any additional charges incurred have been paid in full. Rights to photos, graphics, source code, work-up files, and computer programs specifically are not transferred to the Client, and remain the property of their respective owners. Cre8ive Options LLC and its subcontractors retain the right to display graphics and other Web Design elements as examples of their work in their respective portfolios. Cre8ive Options LLC reserves the right to watermark, or copyright/legal statement with a link to Cre8ive Options LLC Design Services Web Site.

#### **10. Payments.**

Payments must be made promptly based on the terms of the SCOPE OF WORK approved. Cre8ive Options LLC reserves the right to: a) hold until payment is received or b) remove any SCOPE OF WORK Project from viewing on the Internet until final payment is made. All payments are due as the individual SCOPE OF WORK "TERMS" dictate or otherwise within 21 days of billing. In case collection proves necessary, the Client agrees to pay all fees (including all attorney's fees and court costs) incurred by that process. This agreement becomes effective when you agree to the terms of service through the electronic measures provided at the time the document is approved. Regardless of the place of approving of this agreement, the Client agrees that for purposes of venue, this agreement was entered into Nicollet County, Minnesota, and that any dispute will be litigated or arbitrated in Nicollet County, Minnesota and the Client hereby consents to the personal jurisdiction of the Minnesota State Courts. Furthermore, the Client waives any right to or claim of sovereign immunity. All payments will be made in U.S. Dollars.

#### **11. Payment Schedule.**

Payment for services provided hereby shall be made in accordance with the conditions contained in this contract and the Package Price, attached hereto and made a part of this agreement hereof. Notwithstanding any prices listed in literature or on Web pages, the Client and Cre8ive Options LLC agree that the services described in this contract, and the Package Price, shall be completed for the amount indicated on the SCOPE OF WORK document provided, and electronically or otherwise APPROVED. The Client agrees to pay to Cre8ive Options LLC any non-refundable deposits listed on the SCOPE OF WORK (normally, 50% of the estimated total cost) upon execution of this agreement. Final payment is due within 21 days prior to publication and/or delivery of the SCOPE OF WORK. All amounts must be in U.S. Dollars.

#### **12. Legal Notice.**

Notwithstanding anything to the contrary contained in this contract, neither Cre8ive Options LLC nor any of its employees or agents warrants that the functions contained in the SCOPE OF WORK will be uninterrupted or error-free. The entire risk as to the quality and performance of the SCOPE OF WORK is with the Client. In no event will Julia A Fowler and/or Cre8ive Options LLC be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate the SCOPE OF WORK, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, your or your site visitor's computer or Internet software, even if Cre8ive Options LLC has been advised of the possibility of such damages.

#### **13. This Agreement.**

This agreement constitutes the sole agreement between Cre8ive Options LLC and the Client regarding the SCOPE OF WORK. Any additional work not specified in this contract, in the approved SCOPE OF WORK document or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Cre8ive Options LLC. All prices specified on the SCOPE OF WORK will be honored for 30 days after it is APPROVED through by electronic approval process. Services after that time will require a new agreement. Your electronic submission hereby agrees to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Cre8ive Options LLC