This Master Agreement (“Agreement”) dated May 31, 2011 is entered into between:

 “**COMPANY NAME**” and “**Client**”

|  |  |  |
| --- | --- | --- |
|  |  |  |
| COMPANY NAME, IncADDRESS |  | CLIENT NAME  |
| CITY, ST ZIP PHONE EMAILS  | A | ADDRESS CITY ST, ZIP PHONE EMAIL |
|  |  |  |
|  |  |  |

This Agreement describes the terms and conditions under which COMPANY NAME will perform services for Client. This Agreement supersedes preprinted terms on any Client generated order and all prior written and oral understandings between COMPANY NAME and Client regarding the subject matter hereof.

**1. Statements of Work**

Each individual work engagement performed under this Agreement will be defined by a Statement of Work in the form of Exhibit A. The Statement of Work will describe the services to be performed (“Services”), the dates of the Services (“Schedule”), the Client obligations and other requirements necessary for completion of the Services (“Dependencies”), the identifiable work product to be delivered by COMPANY NAME (“Deliverables”), the fixed price or time and material rates for the Services (“Fee”) and any other terms that apply to that specific Statement of Work (“Special Terms”). Each Statement of Work together with the terms of this Agreement constitutes a separate contract that will be effective upon execution by authorized representatives of COMPANY NAME and Client. Except for Special Terms, this Agreement will take precedence in the event of a conflict between the terms of this Agreement and the Statement of Work.

**2. Expenses**

In addition to the Fee for Services identified in each Statement of Work, Client is responsible for the following agreed to in advance:

a) actual travel and living expenses including, but not limited to airfare, mileage, lodging, auto rental, meals and incidentals; and

b) other expenses that the parties agree will be reimbursed by Client.

**3. Invoices**

Unless otherwise indicated in the Statement of Work, invoices for Services will be rendered monthly. Invoices will be due upon receipt, but no later than fifteen (15) days after receipt. A service charge of one and one-half percent (1.5%) per month shall apply to all past due amounts owed by Client to COMPANY NAME. Payments will be paid to:

COMPANY NAME.com, Inc.

ADDRESS

CITY, ST ZIP

COMPANY NAME will submit invoices to the following Client address:

Bill to Address: ADDRESS

 CITY, ST, ZIP

**4. Changes**

This Agreement or any Statement of Work may only be modified by a written document signed by authorized representatives of COMPANY NAME and Client (“Change Order”). If Client requests or COMPANY NAME recommends changes during performance of a Statement of Work, COMPANY NAME will provide Client with a change order proposal setting forth the impact on the Services, Schedule, Dependencies, Deliverables and/or Fee. Client may accept or reject the change order proposal at its discretion. If accepted, COMPANY NAME will prepare a Change Order for execution by both parties that reflects the agreed upon changes. A change order proposal will be considered rejected if Client does not respond to the proposal within ten business days.

**5. Ownership (General)**

a) COMPANY NAME will retain all rights in its proprietary methodologies for delivery of its Services used by COMPANY NAME during the course of a Statement of Work including, but not limited to, descriptions of the methodology, document templates and project tools (“Methodology”). Client acknowledges that the Methodology is Confidential Information as defined herein. COMPANY NAME grants to Client at no additional charge a worldwide, non-exclusive, non-transferable license to use the Methodology internally in connection with the Deliverables.

**6. Confidentiality**

During the performance of Services under this Agreement it may be necessary for one party to disclose to the other certain information considered proprietary or confidential by the disclosing party. COMPANY NAME and Client, their successors, assigns, officers, directors, employees and agents agree that such information will be provided subject to the following terms and conditions:

a) The term "Confidential Information" denotes any and all technical and business information disclosed in any manner or form including, but not limited to, business strategies, methodologies, trade secrets, pricing, software programs, relationships with third parties, client lists and information regarding clients, vendors, employees and affiliates.

b) Confidential Information will be protected from disclosure to anyone other than the directors, officers and employees of the receiving party who need to have access to such information to perform obligations under this Agreement. Each party will use the same degree of care to protect Confidential Information of the other party as it uses to protect its own Confidential Information of like importance, but no less than a reasonable degree of care.

c) Confidential Information will be used only as necessary for performance of the receiving party’s obligations under this Agreement. Neither party will make more copies of the Confidential Information than is necessary.

d) The receiving party will not have any obligation with respect to any Confidential Information that the receiving party can establish:

i) is or becomes publicly available through no wrongful act of the receiving party;

ii) was lawfully obtained by the receiving party from a third party without any obligation to maintain the Confidential Information as proprietary or confidential;

iii) was previously known to the receiving party without any obligation to keep it confidential; or

iv) was independently developed by the receiving party.

e) No license to either party’s Confidential Information is either granted or implied by the disclosure of Confidential Information.

f) Within fourteen (14) days of a request by the disclosing party, the receiving party will return all property including, but not limited to, documents, records, tapes and any other media as well as all copies thereof in its possession or under its control that contains Confidential Information of the disclosing party.

g) The parties acknowledge that Confidential Information has competitive value and that irreparable damage may result to the disclosing party if the receiving party improperly discloses Confidential Information. The parties agree that legal proceedings at law or in equity including injunctive relief may be appropriate in the event of a breach hereof.

h) The obligations set forth in this Section 9 shall continue for a period of three years from completion of the last Statement of Work.

**7. Limitation of Warranty**

COMPANY NAME MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8. Limitation of Liability**

a) NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) Regardless of the form of any claim by Client, Client's remedy for all damages, including costs and expenses, is limited to the amount of Fees for Services paid to COMPANY NAME under the applicable Statement of Work.

**9. Independent Contractor**

COMPANY NAME is an independent contractor. Client will have no responsibility to provide fringe benefits or to withhold taxes normally withheld from an employee’s pay on behalf of COMPANY NAME’s employees.

**13. Solicitation of Employees**

Unless otherwise approved in writing, for the term of any Statement of Work and twelve months beyond, neither party will offer employment to any employee of the other party or contract with, either individually or through a third party, any employee of the other party.

**10. Taxes**

Fees and expenses under this Agreement are exclusive of all taxes including state and local use, sales, property and similar taxes. Client agrees to pay any such taxes.

**11. Assignment**

Neither party may assign its rights and/or obligations under this Agreement without the other party's prior written consent.

**12. Waiver**

Either party’s failure to insist on the strict performance of any term of this Agreement or failure to take advantage of any of its rights hereunder, will not operate to excuse performance or waive any such right at any future time.

**13. Severability of Terms**

If any provision of this Agreement or any Statement of Work is held invalid or unenforceable, the remaining provisions will not be affected. In such event, the invalid or unenforceable provision will be replaced by a mutually acceptable provision that comes closest to the original intent of the parties.

**14. Governing Law**

This Agreement will be governed by the laws of the State of Washington.

**15. Survival**

The following provisions will survive termination of this Agreement for any reason: Ownership (General), Confidentiality, Limitation of Liability, Infringement Indemnification and Solicitation of Employees.

**16. Term**

The term of this agreement shall commence as of the effective date and shall continue in full force and effect thereafter until terminated. Either party may terminate this agreement by delivering written notice to the other party. In the event of termination of a fixed bid project, Client shall compensate COMPANY NAME for the full contracted amount for all completed milestones plus a percentage of any in-progress milestones based upon a percentage of milestone duration at the time of termination. In the event of termination of a time and materials project, Client shall compensate COMPANY NAME for all hours worked and expenses incurred as of the end of the work day on the date of termination plus any additional labor required to transfer existing materials or work products that are the property of the Client.

*SIGNATURE PAGES FOLLOW*

 **COMPANY NAME, Inc. CLIENT NAME**

**By:**  **By:**

**Name:**         **Name:**

**Title:**         **Title:**

**Date:**   **Date:**

**EXHIBIT A**

#### Statement of Work

LIST DEVELOPMENT PROJECT

**PROJECT:** List Development, Social setup and

This Statement of Work (“SOW”) dated May 31, 2011 describes services to be performed by ***COMPANY NAME, Inc.*** (“COMPANY NAME”) for ***CLIENT NAME*** (“Client”) and is issued pursuant to the Master Agreement dated May 31, 2011 (“Agreement”).

This SOW is divided into the following four sections:

**A. Services** – Description of the services to be performed

**B. Schedule** – Services start date, projected end date and checkpoint dates (if any)

**C. Deliverables** **–**- Identifiable work product resulting from the Services

**D. Fee –** Fixed price or time & materials rates and payment schedule

**A. SERVICES**

The services will be performed by the COMPANY NAME.com, Inc staff for the deliverables outlined below.

**B. SCHEDULE**

This effort beginning on **June 1, 2011**

**C. DELIVERABLES**

At the completion of this effort, COMPANY NAME delivers a document containing the following components:

* See Setup Offering One-Pager

|  |  |
| --- | --- |
| Month 1 | Google Analytics Setup Google Places Setup Site /Competitor Analysis Key Word Analysis Marketing Plan/Goals * Marketing Calendar Development
 |
| Month 2 | Define Key Metrics On-page Optimization * Align content with goals

Social Basics * Basic Posting based on calendar
 |
| Month 3  | Test and Develop key-word campaigns on Google AdwordsTest and Develop SEO campaigns (Blogs, Forums, etc.) Build two landing pages for testingBegin Tracking Metrics  |

* Email List Cleanup
	+ One pass, email intro through list of 5,000 member travel list. No conversion results forecasted.

##### D. FEE

COMPANY NAME will bill monthly in advance for services

* $X,000 Due at contract
* $X,000 Due July 1, 2011
* $S,000 Due August 1, 2011

##### F. SPECIAL TERMS

None

#  COMPANY NAME, Inc. Client

**By:**  **By:**

**Name:**   **Name:**

**Title:**   **Title:**

**Date:**   **Date:**