



The purpose of this document is to identify and clarify all expectations of the business relationship between The Buffington Effect LLC and the clients of The Buffington Effect. This document will discuss the subjects of Ethics and Values of The Buffington Effect LLC, Duties and Obligations, Services, Times of Completion, Rates, Terms of Payments, Penalties, Force Majeure, Official Authorizations and Permits and Dispute Resolutions. Upon the understanding and agreement of these terms and conditions both parties are obligated to conduct business according to the terms and conditions of this agreement.

Definitions

These terms will be used to describe The Buffington Effect, LLC: The Buffington Effect, we, us, and our. These terms will be used to describe the clients of The Buffington Effect, LLC: clients, those, and they.

Ethics and Values of The Buffington Effect

The ethics and values of The Buffington Effect consist of integrity, consistency and valor. We are committed to operating with each client in a method that is transparent. We will not provide services or converse with any business whose purpose of operating degrades, destroys or demoralizes any person(s) of society or the environment in which we inhabit. We only serve legal establishments and clients whose ideas morally support the progression of mankind and the environment of mankind. Our core values list in this order: (1) God, (2) Family and (3) Serving Others.

Duties and Obligations

Our duties at The Buffington Effect include providing marketing solutions to those who are seeking to expand a business, increase clientele, and/or increase revenue. Once these solutions are in the possession of the client, it is the client's responsibility to implement the solutions. The documented solutions will be complete with all subcontractors contacted and scheduled to perform their services. If any other questions or concerns emerge, The Buffington Effect will assist in those questions and concerns up to one year following the completion of the strategy.

Services

Our services include but are not limited to: generating marketing strategies, website design, logo and graphic design, design and production promotional items (posters, flyers, business cards, t-shirts, etc.), athlete promotion, media advertisement, creating social networking accounts, product development (constructive criticism), generating slogans, generating clientele, event planning and promotions, customized document development (contracts, terms and conditions etc), interior decorating, renovations, customer surveys, etc.

Time of Completion

Once all data is collected the documented completion time will be no more than 30 calendar days. The time of completion will vary depending upon the nature of project sought by the client. A projected time of completion will be provided once all necessary data has been collected. We reserve the right to extend the deadline based on the workload, complexity of the project, and modifications to the project made by the client. All rush orders will accrue an additional %50 of the total invoice.

Rates of Services

The initial rate of service from The Buffington Effect includes a \$250.00 Initial Client Assessment (ICA) form. The completion of this form allows us to present our clients with up to four marketing concepts. Once the ICA form is completed and the client agrees to implement one of the marketing concepts, the \$250.00 ICA rate will be credited toward the down payment or balance of the marketing strategy. If the client does not find the marketing concepts to be beneficial and chooses not to proceed with the generation of the official marketing strategy, the potential client will not accrue any additional fees. The balance of \$250.00 is to be satisfied upon the submission of the Initial Client Assessment form.

All consulting services are \$150.00 per hour. This includes the hours used to generate the marketing strategy, modify the marketing strategy, research information pertaining to marketing strategy, managing subcontractors, and generating documents. The client will receive a projected itemized report of the allocations of funds before the official marketing strategy is complete. The projected itemized report is subject to increase or decrease upon completion of services. The Buffington Effect will measure time applied to client's projects in the form of units. A unit is fifteen minutes valued at \$37.50. Any time applied toward the client's project that is equal or greater than ten minutes will accrue as one unit.

Other rates of services include \$50.00 per hour which will cover the cost of all graphic design fees (Logos, Business Cards, Postcards, and any other promotional item). Once the basic concept of the logo is developed, clients are allowed up to 5 modifications. There is a non-refundable \$50.00 deposit required to begin all graphic designs. Website designs are \$135.00 per page (example: [Home] [Services] [Contact] [Testimonial] 4 Pages = \$540). Web Hosting, Content Management, One Domain Name, and Three Email Addresses is \$200.00 per year. Our three Integration Levels provide the client with the option of website functionality. Integration Level One is \$100.00. It includes 3 custom web forms directed to client's email account, Facebook and Twitter widget setup and installation. Integration Level Two is \$350.00. It includes Level One Features plus a Blog, Mail Chimp (or comparable service), & Picnic CRM (or comparable service). Integration Level Three is \$500.00. It includes Level One & Two features plus PayPal/Google Check Out Merchant Account Set Up (or comparable service) and Eventbrite Integration (or comparable service). The development of product stores will be quoted case by case. Additional email addresses are \$10.00 per address. The development of flash items will be \$150.00 per hour. The development of video is set at \$225.00 per hour. A minimum of 2 hours required (One for setup and breakdown and one for recording). Video editing is completed at \$75.00 per hour. Content modifications are unlimited the first 5 business days after the website is completed. If client opts out of the Web Hosting and Content Management package there is a \$25.00 fee per content modification request. Content modifications include words, pictures, and video only. These modifications exclude changes to the page design, flash, blogs, and other major components of the website. Website repairs are \$150.00 per hour. The Search Engine Optimization process is a onetime \$100.00 fee. Favicons are \$25 per install. There is a non-refundable 50% deposit of the projected invoice total required to begin all services. The client is responsible for all shipping fees which will be documented on the final invoice.

All traveling expenses will be invoiced to the client. This includes car rental, airfare, hotel accommodations, and meals. The receipts for these items must be available in order to invoice the client.

Communication Before, During, and After Service

The Buffington Effect will communicate with the client a total of times 6 before, during, and after all graphic design services. The Buffington Effect will not presume with any services until a response is received from the client at each of the 6 points of communication. The first point of communication requires a signature of the Buffington Effect Terms & Agreement to perform the acquired services. The second point of communication is to confirm the color scheme in which the client agrees upon. The third point of communication is to confirm the layout of the project. The fourth point of communication is to confirm the design features of the projects. The fifth point of communication is to review and confirm the design project prior to publishing. The sixth point of communication is to measure the effectiveness of the project.

Terms of Payments

The terms of payment for the Initial Client Assessment form shall be satisfied in one payment totaling \$250.00 upon submission of the ICA form. If the client agrees to proceed with the development of a marketing strategy, web & graphic designs, and/or promotional items, they will be responsible for either the full projected balance or a 50% down-payment of the projected balance followed by the remaining 50% at the point of completion. The client must pay the remaining %50 of the balance no later than 30 Calendar days upon signing the initial contract regardless to if the project is complete. If the project is not complete due to the fault of The Buffington Effect, the client reserves the right to NOT pay the remaining balance until the project is complete. If the total balance exceeds \$1,200.00 the client may qualify for a 3 month payment plan. Interest rates may vary depending on the length of payment plan. Special payment plans may be authorized on accounts valued over \$5K. These payments will be automatically drafted in the form of an Automated Clearing House (ACH) transaction from the client's business account on the 15th of each month or charged to the credit card of the client on file. The client also has the option of paying in full by check, money order, debit or credit card. The Buffington Effect accepts: Visa, MasterCard, American Express, and Discovery.

Penalties/Cancellation

When a client does not agree to satisfy the balance of \$250.00 upon submission of the Initial Client Assessment (ICA) form, The Buffington Effect will not accept the form. When the client is more than 10 calendar days late on any payment a 15% penalty will automatically be added to the payment. If the client refuses to complete financial obligation, (verbally, in writing, or by missing two consecutive payments without any communication) the dispute will be settled in court. If the court rules in favor of The Buffington Effect the defendant will be responsible for all court costs and lawyer fees. There is a \$25.00 fee for all returned checks or insufficient funds. Any account past 90 days will be subject to collections.

Upon cancellation of services by the client, the client is not obligated to satisfy the remaining balance. Cancellation of services must be made at least 14 business days before the pending payment is due. If services are not canceled within 14 days prior to pending payment, the client is obligated to satisfy the pending payment. Upon cancellation of services by the client, the client will not receive any reimbursement and will be responsible for paying all labor cost and material costs.

Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

These examples are typical of *force majeure* clauses in commercial contracts. As is common practice, these clauses excuse a party from performing its obligations if the failure is caused by subcontractors, suppliers and/or carriers. In agreements for online access to remote databases, such clauses may excuse failures due to problems with phone lines or third parties. To make sure that the parties know exactly what is, and is not a legitimate excuse for failure to provide access to licensed materials, it would be better to specifically set forth the circumstances that excuse a failure of performance, rather than rely on a general *force majeure* clause. *Force majeure* clauses are usually applicable to performance failures caused by:

- natural disasters (earthquakes, hurricanes, floods)
- wars, riots or other major upheaval
- performance failures of parties outside the control of the contracting party (e.g., disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier)

Official Authorizations and Permits

The Buffington Effect will only adhere to the ideas, modifications, and instructions from those who have been authorized to represent the client. A representative of the Buffington Effect will notify the client or the client's representative if any modifications are made following the official marketing strategy.

Confidentiality

The Buffington Effect will not lend, give, or sale any client information to any party out side of those parties who are contracted to perform services for both The Buffington Effect and the client for the greater good of the client. The subcontractors are required to sign a confidentiality agreement which prevents the contractor from releasing the client's information without proper consent and full acknowledgement of the client. The Buffington Effect will not discuss any information pertaining to the services we provide for the client while that client's project is in effect nor when the client's project is complete.

Although The Buffington Effect expects positive results from the strategies we develop for our clients, we do not expect any recognition for our services. Recommending our services to other companies will be appreciated however we apply no pressure for the client to make these recommendations.

Dispute Resolutions

If The Buffington Effect and the client are involved in a dispute between each other, The Buffington Effect's procedures are to meet with the client in person, via telephone, and/or via email prepared to listen and document the client's concern. If the client arguments are legit, The Buffington Effect is to resolve the dispute in favor of the client. If The Buffington Effect is unable to find the clients' arguments to be legit and the client does not agree, the dispute will be taken before an intermediary in civil court. Once the client and The Buffington Effect are aware the dispute is moving to court proceedings, all service will be ceased from that point forward. If the dispute is not as significant enough to impede the process of the client's project the project will proceed as scheduled.