



JERAMEY ANDERSON  
COMPANY

**Client Agreement**

This agreement between “Client” who is engaging Jeramey Anderson & Company, LLC “JAC” located at 232 Market St., Flowood, MS 39232 on the date this form is submitted to act as an independent contractor for the specific project to provide one or more of the following services:

- Website design, development, app development and site hosting
- Branding Services (including personal branding)
- Public Relations
- Graphic Design Services
- IT Support and general consulting services
- Political Campaign Management Services
- Social Media Management Services

WHEREAS, JAC is an independent contractor hired to provide outsourced digital marketing services (see service descriptions).

1. **Cost & Payments:** Client agrees to pay the proposal price for services. Services will be billed in advance, and payments will be due on receipt.

Pricing is based on the current scope of work. In the event additional services are required or there is a major change in the scope of work, then JAC reserves the right to adjust our pricing. In the event the travel is required to fulfill any of these services, JAC shall be reimbursed for expenses incurred. All expenses must be pre-approved by the Client.

2. **Additional Services:** JAC may provide additional services including but not limited to services listed in **Addendum A**.
3. **Content:** Client agrees to provide all content required (text, articles, photos, graphics, videos, etc.) for the support of JAC’s efforts to complete the project.
4. **Additional Tools/Software & Cost:** JAC may require certain tools/software/services to support our efforts. Client agrees to be responsible for all costs one time or monthly for such tools/software. JAC agrees that it will not purchase or subscribe to such software without pre-approval from the Client.
5. **Additional Services Fees:** In the event the Client would like to use JAC for services outside of the original scope of services additional charges may apply.
6. **Authorization:** Client agrees to give JAC access to all tools, software, websites, social media, landing pages, accounts, etc. that they will need to access. JAC will use best efforts to secure and protect all passcodes. Only authorized representatives of JAC will be allowed to access passcodes and only on an as needed basis.

7. **Copyrights and Trademarks:** The Client represents (informs) to JAC and unconditionally guarantees that any elements of text, graphics, videos, photos, content, designs, trademarks, or other artwork furnished to JAC for inclusion in web pages, social media, etc. are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements. Client agrees to hold harmless, protect, and defend JAC from any claim or suit arising from the use of such elements furnished by the Client.
8. **Ownership to Deliverables:** JAC or its partners retain the intellectual rights to all items previously owned by JAC/partner. Client retains the rights to all deliverables that are not marked as JAC property. Items that are not specifically transferred to the Client will remain the property of their respective owners. JAC may choose to give the Client a one-time lifetime license for use of any of its intellectual property.
9. **Work Credit:** Client agrees to allow JAC to use clients name and website for company promotions, online portfolio, past clients list, on social media, in print material, etc. for advertising and promoting JAC's services to other companies.
10. **Assignment of Project:** JAC reserves the right to assign certain subcontractors to this project if it sees the need to do so in order to meet the requirements of this agreement.
11. **Non-Disclosure:** JAC, its employees and subcontractors agree that, except as directed by the Client, it will not at any time during or after the term of this agreement disclose any non-public Confidential Information to any person whatsoever. Likewise, the Client agrees that it will not convey any non- public confidential information obtained about JAC to another party.
12. **Performance Liability:** WHEREAS, the parties acknowledge that the internet is neither owned nor controlled by any one entity; therefore, JAC can make no guarantee on the results that may be provided as a result of our work. JAC represents that in good faith it shall make every effort to ensure that the clients digital marketing is successful.

JAC does not warrant that the functions supplied by its work, web pages, digital marketing, consultation, advice, or work will meet the Client's requirements or that the operation of the work/deliverables will be uninterrupted or error-free. The entire risk as to the quality and performance of the work and deliverables is with Client.

In no event, will JAC be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these digital marketing services, website(s), or other services offered by JAC, even if JAC has been advised of the possibility of such damages.

13. **Indemnity:** The client does hereby expressly agree to indemnify and hold harmless Jeramey Anderson & Company, LLC, its Owners, its principals, officers, employees and contractors against all suits, actions, claims, demands, or costs of any kind to which they may be subject arising or resulting at any time or place from anything done or omitted to be done by them in connection with this project. The client hereby waives any and all claims which, but for this waiver, it may have, or which it may hereafter acquire, against Jeramey Anderson & Company, LLC, its Owners, its principals, officers, employees and contractors arising or resulting at any time or place from anything done or omitted to be done by them regarding this project.
14. **Lawful Purpose:** Clients may only use JAC's design services for lawful purposes. Transmission of any material in violation of any Federal, State or Local regulation is prohibited. This includes, but is not limited to copyrighted material, material legally judged to be threatening or obscene, pornographic, profane, or material protected by trade secrets. This also includes links or any connection to such materials.
15. **Termination:** JAC may terminate service under this Agreement at any time, without penalty, if the Client fails to comply with the terms of this Agreement. If the Client fails to comply with the terms of this Agreement and JAC refers the matter to an attorney, the Client agrees to pay reasonable attorney fees and agrees to compensate JAC for other collection costs and expenses it may occur.

16. **Entire Understanding:** The agreement constitutes the sole agreement between JAC and Client regarding the use of services. It becomes effective only when signed by both parties.
17. **JAC Vendors:** In connection with Services provided hereunder, JAC has the right to utilize contractors, third-party companies, and vendors selected by JAC at its sole discretion (each a Vendor) to complete or support the completion of the work at hand. Purchased work from Vendors shall be made under such terms JAC deems in its sole discretion as acceptable (Vendor Terms). JAC will be responsible for all costs associated with the Vendor, unless the cost is provided to the Client, and the Client agrees in writing to pay said cost.
18. **Force Majeure:** Non-performance by either party hereunder, other than an obligation to pay money, shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, acts of God, or any other reason to the extent that the failure to perform is beyond the control of the non-performing party.
19. **Fax/Scanned Copy of Signature:** Both parties agree that a faxed or scanned copy of the signed document by either or both parties shall be considered acceptable, legal, and legally binding.
20. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Mississippi without regard to such state's principles of conflicts of law. The legal jurisdiction for this agreement shall reside in Hinds County, Mississippi, and all legal proceedings shall take place in Hinds County, Mississippi.
21. **Payment Schedule:** one hundred percent (100%) upon project commencement. The base content management fee, other monthly recurring fees, or additional services remaining shall be paid monthly throughout the duration of the service.
22. **Payment Terms:** Payment is due upon receipt of invoice. A one and one half (1.5%) service charge will be billed against late payments.
23. **Cancellation Fees:** In the event of Cancellation exceeding the (3) day period, JAC will be compensated for services performed through the date of cancelation in the amount of a prorated portion of the fees due. Upon cancellation, all rights to the website revert to JAC, and all original material must be returned, including sketches, comps, or other preliminary materials.

# Terms & Conditions

All information in this proposal is subject the following terms and conditions:

## DEFINITIONS

**Project Proposal** means the estimate or invoice, Terms and Conditions and any other attached documents.

**Project** means the scope and purpose of the Client's identified usage of the work product as described in the Project Proposal documents.

**JAC** means Jeramey Anderson & Company, LLC or may also be referred to as "the Company".

**Services** means all services and the work to be provided to Client by JAC as described and otherwise further defined in the Project Proposal documents.

**Final Deliverables** means the final versions of deliverables provided by JAC and accepted by Client.

**Deliverables** means the services and/or work specified in the Project Proposal documents to be delivered by JAC to the client.

**Client Content** means all materials, writing, images or other creative content provided by Client used in preparing or creating the deliverables.

**Third Party Materials** means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography, illustration or any other media material needed.

**Designer Tools** means all design tools developed and/or used by JAC in performing the Services, including pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

## ESTIMATES/INVOICES

All estimates and invoices expire five business (5) days after being submitted to the Client. If an estimate or invoice expires, JAC may modify the estimate or invoice and resubmit it to Client.

## COMPENSATION

**Fees.** Client agrees to pay JAC the fees listed in the Project Proposal documents, including all taxes.

**Hosting Final Deliverables:** JAC Designers will host the Final Deliverables on JAC web space while the Project is under construction. If the Final Deliverables are not completed by the completion date listed in the Project Proposal documents, and the delay is not caused by JAC, Client agrees to pay additional hosting fees per month for hosting until the Final Deliverables are moved to Client's server.

## PAYMENT

**Payment Schedule:** Payment is due when the JAC Designer begins work.

**Invoices:** All invoices are payable within five (5) days of receipt and this shall be known as the grace period. Invoices shall list any expenses and additional costs as separate items.

## LATE PAYMENT

**Late Fee:** A service fee of 1.5 percent, or the maximum allowed by law, is payable on all overdue balances exceeding five (5) days.

**Crediting Late Payments:** Payments will be credited to late payments first, then to unpaid balances.

**Collection Expenses:** Client shall pay all collection or legal fees caused by late payments.

**Withholding Delivery:** JAC may withhold delivery and transfer of ownership of any current work if accounts are not current or overdue invoices are not paid in full.

**Withholding License:** All grants of any license to use or transfer ownership of any intellectual property rights under this Agreement are conditioned on full payment, including all outstanding Additional Costs, Expenses, Fees, or any other charges.

## CHANGES TO PROJECT SCOPE

**Change Request:** If Client wants to change the Scope of Work after acceptance of this Agreement, Client shall send

JAC a written Change Order describing the requested changes in detail. Within five (5) days of receiving a Change Order, Designer will respond with a statement proposing designer's availability, additional fees, changes to delivery dates, and any modification to the Terms and Conditions which may be in the form of an estimate and/or invoice. Designer will evaluate each Change Order at its standard rate and charges.

**Major Change:** If Client requests are at or near ten (10%) percent of the time required to produce Deliverables, or the value of the Scope of Services, JAC shall be entitled to submit a new and separate Project Proposal to the Client for written approval which be in the form of an estimate and/or invoice. Designer shall not begin work on the revised services until he/she receives a fully signed revised proposal which may be in the form of an estimate and/or invoice and any additional fees. Major changes shall consist of but not limited to (functionality, design or layout or any other service offered by JAC.)

**Minor Change:** If Client requests additional hours or the Designers sees where additional hours will be needed. The Designer shall notify the client of the additional cost in writing or by electronic estimate the amount of the additional work. Such charges shall be in addition to all other amounts payable under their project proposal documents, despite any maximum budget, contract price or final price identified. JAC may extend or modify any delivery schedule or deadlines in the Agreement as may be required by such changes.

**Acceptance/Rejection:** Client will have five (5) days to pay additional invoices or reject the new estimate. If Client rejects the additional estimate, JAC will not be obligated to perform any services beyond those in the original project proposal documents.

#### DELAYS

**Designer Delays:** Designer shall use all reasonable efforts to meet the delivery schedule outlined in the project proposal documents. Designer may extend the due date for any deliverable by giving an electronic notice to Client. The total of all extensions shall not exceed [5] business days excluding weekends and holidays.

**Client Delays:** Client shall use all reasonable efforts to provide needed information, materials and approvals. Any delay by Client will result in a day-for-day extension of the due date for all Deliverables excluding weekends and holidays.

**General Delays:** Any delay caused by conditions beyond the reasonable control of the parties shall not be considered

a breach and will result in a day-for-day extension of any performance due. Each party shall use reasonable efforts to notify the other party, in writing or electronic communication, of a delay. Conditions beyond the reasonable control of the parties include, but are not limited to, natural disasters, acts of government after the date of agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, terrorism and epidemics.

#### EVALUATION AND ACCEPTANCE

**Testing:** Designer will test and correct deliverables using commercially reasonable efforts before providing deliverables to Client.

**Approval Periods:** Client shall, within five (5) business days after receiving each deliverable, notify Designer in writing or electronic communication of any failure to comply with the specification of the Project Proposal or of any other objections, corrections or changes required.. If Client fails to provide approval or comments during any approval period, those Deliverables will be considered approved and accepted. All objections, corrections and changes shall be subject to the terms and conditions of this Agreement.

#### CLIENT RESPONSIBILITIES

Client acknowledges that it is responsible for performing the following in a reasonable and timely manner: (a) Provide Client Content in a form suitable for use in the Deliverables without further preparation by Designer, unless otherwise specified in the Project Proposal documents; (b) Proofread all Deliverables. Clients will be charged for correcting errors after the acceptance of any Deliverable.

#### ACCREDITATION AND PROMOTION

**Accreditation:** JAC shall be entitled to place accreditation, as a hyperlink or otherwise, in the form, size and location as incorporated in the Deliverables on each page of the Final Deliverables.

**Promotion:** JAC retains the right to reproduce, publish and display the Deliverables in the company's portfolios and websites, in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses.

**Promotional Approval:** Either party, subject to the other's reasonable approval, may describe its role in the Project on its website and in other promotional and marketing

materials, and, if not expressly objected to, include a link to the other party's website.

#### **CONFIDENTIAL INFORMATION**

Client's "Confidential Information" includes information that JAC should reasonably believe to be confidential. Designer's "Confidential Information" includes the source code of any Designer Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement. Confidential Information shall not include any information that is already known by the recipient, becomes publicly known through no fault of the recipient, or is received from a third party without a restriction on disclosure

#### **RELATIONSHIP OF THE PARTIES**

**Company Agents.** Jeramey Anderson & Company, LLC shall be allowed to use third party's as independent contractors in connection with the Services ("Design Agents or Designer"). Designer shall remain fully responsible for Company Agents' compliance with this Agreement.

#### **REPRESENTATIONS AND WARRANTIES**

**By Client.** Client represents and warrants to JAC Designers that: (a) To the best of Client's knowledge, use of the Client Content does not infringe the rights of any third party; (b) Client shall comply with the terms and conditions of any licensing agreements which govern the use of Third Party Materials; (c) Client will obtain all necessary and appropriate rights and licenses to grant license to JAC Designers to use Third Party Materials.

**By Designer:** JAC Designers represents and warranty to Client that: (a) Designer will provide the Services identified in the Agreement in a professional and workmanlike manner; (b) Designer shall secure all necessary rights, title, and interest in and to the Final Deliverables, including Designer Tools, sufficient for Designer to grant the intellectual property rights provided in this Agreement; (c) To the best of Designer's knowledge, the Deliverables will not violate the rights of any third parties; (d) If Client or third parties modify the Deliverables or use the Deliverables outside of the scope or purpose of this Agreement, all representations and warranties of Designer shall be void.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS AGREEMENT, THE DESIGNER MAKES NO WARRANTIES

WHATSOEVER. DESIGNER EXPLICITLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH LAWS OR GOVERNMENT RULES OR REGULATIONS APPLICABLE TO THE PROJECT.

#### **INDEMNIFICATION AND LIABILITY**

**By Client:** Client shall indemnify JAC Designers from any and all damages, liabilities, costs, losses, expenses or attorney fees arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. JAC shall promptly notify Client in writing of any third party claim or suit. Clients shall have the right to fully control the defense and any settlement of such claim or suit.

**By Developer:** In the case of a third party lawsuit or proceeding based on a claim that Deliverables breach the third party's intellectual property rights, and it is determined that such infringement has occurred, JAC may at its own expense, replace any infringing content with non-infringing content.

**Limitation of Liability.** THE SERVICES AND THE WORK PRODUCT OF DESIGNER ARE SOLD "AS IS." IN ALL CIRCUMSTANCES, THE MAXIMUM LIABILITY OF DESIGNER, ITS DIRECTORS, OFFICERS, EMPLOYEES, DESIGN AGENTS AND AFFILIATES ("DESIGNER PARTIES"), TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE NET PROFIT OF DESIGNER. IN NO EVENT SHALL DESIGNER BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OR THE SERVICES PROVIDED BY DESIGNER, EVEN IF DESIGNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### **TERM AND TERMINATION**

**Term:** This agreement shall begin when both parties sign and shall continue until all Services are complete and delivered, or until the Agreement is Terminated.

**Termination for Insolvency:** Either party may terminate this agreement at any time, on written notice to the other party, if the other party ceases to conduct business in its normal course; makes an assignment for the benefit of creditors; is liquidated or otherwise dissolved; becomes insolvent; files a petition in bankruptcy; or a receiver, trustee, or custodian is appointed for it.

**Termination by Mutual Agreement:** This agreement may be terminated by the mutual agreement of the parties.

**Termination Fees:** In the event of termination, Client shall pay JAC for the Services performed through the date of termination in the amount of a prorated portion of the fees due. Client shall pay all Expenses, Fees, and Additional Costs incurred through the date of termination.

**Intellectual Property:** If Client terminates and on full payment of compensation, JAC grants Client right and title as provided by this Agreement with respect to those Deliverables provided and accepted by Client as of the date of termination.

**Confidential Information:** On expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) all rights and obligations regarding Confidential Information shall survive.

#### **RIGHTS TO FINAL ART**

**License:** JAC grants to Client a non-exclusive, perpetual and worldwide license to use and display the Final Deliverables in accordance with this Agreement. The rights granted to Client are for use of the Final Deliverables in its original form only. Clients may not change, create derivative works or extract portions of the Final Deliverables.

**Liquidation for unlicensed use:** Additional use of any Deliverables by Client outside the scope of the license granted above requires additional fees. JAC shall be entitled to further compensation equal to fifty (50%) percent of the total original Project fee unless otherwise agreed in writing by both parties. In the event of non-payment, JAC shall be entitled to pursue all remedies under law and equity.

#### **RIGHTS TO DELIVERABLES OTHER THAN FINAL ART**

**Client Content:** Client Content is the exclusive property of the Client. Client grants JAC Designers a nonexclusive, non transferable license to use, reproduce, modify, display and publish the Client Content solely in connection with Designer's performance of the Services and limited promotional uses of the Deliverables as authorized in this Agreement.

**Preliminary Works.** JAC Designer retains all rights in and to all Preliminary Works. Client shall return all Preliminary Works to JAC within fifteen (15) days of completion of the Services.

**Designer Tools.** All Designer Tools are and shall remain the exclusive property of JAC. JAC Designers grant Clients a nonexclusive, non transferable, perpetual, worldwide license to use the Designer Tools solely to the extent necessary with the Final Deliverables for the Project.

#### **SUPPORT SERVICES**

**Warranty Period.** During the first [1] month following expiration of this Agreement, Designer shall provide up to [1] hour of Support Services at no additional cost to Client. Support Services means commercially reasonable technical support and assistance to maintain and update the Deliverables, including correcting any errors or Deficiencies. Requests for additional support will be billed on a time and materials basis.

**Maintenance Period.** After the Warranty Period expires and at Client's option, JAC will provide Support Services at an additional cost provided in their revised or new project proposal documents.

**No Enhancements:** The services in the Warranty Period and the Maintenance Period do not include enhancements to the Project or other services outside the scope of the original project proposal documents.

#### **ENHANCEMENTS**

During the Maintenance Period, Client may request that Designer develop enhancements to the Deliverables. Designers shall exercise commercially reasonable efforts to prioritize JAC resources to create such enhancements. Client understands Designer may have pre-existing obligations that may delay requested enhancements. Designer shall provide any enhancements shall be provided on a time and materials basis at a Designer's standard rate.

#### **DISPUTE RESOLUTION**

**Negotiation:** Parties agree to attempt to resolve any dispute by negotiation between the parties.

**Arbitration/Mediation:** If parties are unable to resolve the dispute by negotiation, either party may start mediation and/or binding arbitration in a forum mutually agreed to by the parties.

**Litigation:** In all other circumstances, the parties specifically consent to the local, state and federal courts located in the state of Mississippi. The parties waive any jurisdictional or venue defenses available to them and further consent to service of process by mail.

**Attorney Fees:** The prevailing party shall be entitled to recover its attorneys' fees and costs in any dispute resolved by binding arbitration or litigation.

### **GENERAL**

**Notices.** All notices under this Agreement shall be given in writing either by: (a) Fax or Email, with return confirmation of receipt; (b) Certified or Registered mail, with return receipt requested. Notice will be effective when received, or in the case of email or fax, on confirmation of receipt.

**No Assignment.** Rights or obligations under this Agreement shall not be transferred, assigned or encumbered without the prior written consent of the other party.

**Governing Law.** This Agreement shall be governed by the law of Mississippi.

**Severability:** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.

**Headings:** Headings and numbering used in this Agreement are for convenience and reference only and shall not affect the scope, meaning, intent or interpretation of this Agreement, and shall not have any legal effect.

**Complete Agreement:** This Agreement is the entire understanding of the parties and supersedes all prior understandings and documents relating to the subject matter of this Agreement.