

## Inbound Insurance Marketing Stock Trifold Brochure Terms and Conditions

### Scope of Agreement:

The terms of this agreement apply to all projects between the Service Provider (Inbound Insurance Marketing, part of INFusion Marketing Communications, Inc.) and the client ordering and paying for the stock trifold brochure.

### Deliverables and Compensation:

- In exchange for flat rate payment, client will receive partial or fully customized trifold brochure artwork in the form of a high resolution PDF or InDesign file, per the terms below. Flat rate does not include printing. Client is responsible for sourcing, contracting and paying for printing.
- Stock trifold brochure pricing is as follows:
  - Partial customization (add your logo and text – colors and photos stay as is): \$329\*
  - Full customization (add your logo and text, choose custom colors and images): \$479\*
  - Professional copywriting services: Add \$500\*
  - \*Flat rates include one draft and two rounds of revisions and photo licensing from Istockphoto.com up to an \$80 limit. Client will be required to pay the difference if the licensing cost of chosen photos exceeds \$80.
- Projects are billed at a flat rate prior to work commencement. Payment must be received via credit card or PayPal before work begins.
- If additional revisions or any other ad-hoc work (outside of the scope of services ordered) is required, time will be billed basis at a rate of \$125/hour in 15-minute increments.
- Client understands Inbound Insurance Marketing owns the copyright of the stock brochure layout and the stock design is sold to multiple clients.
- The client owns the copyright to its custom content (logo and copy). Service provider will not resell client's customizations.
- Up-front payments are non-refundable.

### Approval:

Service Provider will make every effort to ensure that client materials are error-free. However, the client is ultimately responsible for thoroughly reviewing and approving final work products including content accuracy, contact information, postage permit numbers and copyright disclaimers. Service provider is not responsible for errors discovered after final client approval and/or printing. Client is responsible for any needed legal review. Client assumes responsibility for trademark infringement, copyright infringement, privacy infringement, libel or slanders that result from approved materials.

### Guarantees:

Marketing response rates are unpredictable and influenced by many variables. Therefore Service Provider makes no promises or guarantees about response rates or expected results.

### Indemnity:

You hold Heather Sloan, Inbound Insurance Marketing and INFusion Marketing Communications, Inc. harmless against any liability anywhere in the world, including liability arising from copyright infringement and libel that results in any way from your use of my copywriting services and counsel. We agree to work with your legal advisor to ensure copy complies with applicable laws and regulations. In the event that collection or legal action is instituted pursuant to or to this Fee Agreement, the prevailing party shall be entitled to costs and an award of reasonable attorneys' fees, including on any appeal. Client agrees that any lawsuit shall be brought in Clackamas County, Oregon and consents and submits to venue and jurisdiction of the courts of such County. Client is responsible for all applicable federal, state and local taxes, including sales and excise taxes, if applicable.

### Samples:

Please understand that Service Provider may use the items developed for your company as work samples in the promotion of its business unless you have specifically requested confidentiality.

Acceptance of Terms: (Please sign, date, and return via fax to #503-210-1934.)

(When ordering online, your electronic acceptance of Terms and Conditions serve as your signature.)

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_