

Signed On : <http://kissaskrations.com>

Kissa's Kreations Monthly Retainer Agreement

Summary

I like to build professional, long-term and positive work relationships, 'professional friends' if you will. I know that you'll do your best to fulfill my needs and meet my expectations (and vice-versa), but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I don't have any desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short;

By signing this agreement, **NAME** ("Client" or "You") has retained **Karissa Skirmont** of **Kissa's Kreations** ("Service Provider" or "I") as an independent contractor to proceed with consulting, website development and/or graphic design services and for the period of **October 18, 2017** to **January 18, 2018** and is ready, willing and able to undertake the Services and agrees to do so under the terms and conditions set forth in this Agreement.

What do both parties agree to do?

Client: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give me the assets and information I tell you I need to complete the project. You'll do this when I ask and provide it in the formats we need. You'll review my work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this Agreement.

Service Provider: I have the experience and ability to do everything I've agreed with you and do it all in a professional and timely manner. I'll endeavor to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Hours

During this period, I agree to devote **15 hours (5 hours per month)** on assignments to be determined by you. Work will be performed virtually in my office and priority/scheduling will be at my discretion. I will email a time log for all services on a weekly basis.

Unused hours will be handled as follows:

1. Unused hours in a month will be rolled over to the next month.
2. If you haven't used all the hours during your Agreement Length, they are good for a year and expire on **October 18, 2018**. They may be redeemed by sending an Support Request email to support@kissaskrations.com but 14 days lead time may be required depending on current availability.

Payment

Payment for these services will be at the retainer package rate of **\$1,200 (\$400 per month, for 3 months)**. First month paid via website payment and remainder 2 months will be invoiced through PayPal on **November 18, 2017** and **December 18, 2017**.

You understand that the rate of **\$80 per hour** is a discounted rate offered clients for services that would normally bill at \$90† per hour. Client understands that hours exceeding retainer in a given month will be billed at the discounted rate of **\$80 per hour**.

(† Rate for 2017 is \$90/hour, new rate of \$95/hour will be effective January 1, 2018.)

Getting down to the nitty gritty

Communication

During your project(s) we will primarily use email/Trello/Skype/Google Docs to communicate and share files. This helps us keep everything organized.

I require that any requests and communications be made via email to support@kissaskreations.com for both our mutual benefit (in the forms of organization and sanity).

When it's requests that require action, I prefer to have it as an email rather than Skype message (never Facebook messenger), preferably in the same thread if we were already communicating about it. That way it's better retrievable for reference, and the email acts as an action item.

I do my best to reply to all communication regarding active projects within three business days (during my office hours) which normally occur between the hours of 10 am to 10 pm on weekdays.

If you would like to schedule a phone call to iron out any details, please email me prior to our call with a set agenda of questions or problems to be addressed. Then you can schedule an appointment here: <http://kissaskreations.com/contact/appointment>.

If your questions can be answered via email, I may simply do so in lieu of a call. I'll be sure to ask if your questions/concerns have been sufficiently addressed before cancelling any phone calls. If I'm able to answer your questions but you still would like a phone call, you'll just need to send a revised agenda.

File Naming Convention

When there are files that we are going to go back and forth on, I use "filename_v1.pdf", "filename_v2.pdf" etc. This way we are clear of which file is newest, as it's always at the bottom.

With files that require dates, I use the Year/Month/Day format: "filename_2017-10-18.pdf".

Projected Time Frame

I will work hard to complete all projects in a timely manner. I'll keep you in the loop throughout the project with status updates, answers to any of your questions, or maybe even with questions of my own in the process. However, a timely launch depends wholly on mutual cooperation in providing necessary assets, including text,

images and other information as and when needed, and in the format requested. With timely reviews, feedback and sign-off approval, I'll be able to meet my estimated time frame. Deadlines work two ways, and provided that both sides are able to meet mutually agreed upon deadlines, the site will be launched in stated time frame.

Confidential Information

While working for you, I may come across, or be given, information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. I promise to treat this information as if it is the my own confidential information. I may use this information to do its job under this Agreement, but not for anything else.

Authorizations

You agree to provide access to any hosting, domain account, and/or blog account for the sole purpose of installing and updating the web product as needed. This includes but is not limited to your domain name registrar (the site where you bought your domain name), your hosting account, hosting cPanel, any necessary databases, and your blog's dashboard. You are more than welcome to create a new admin user for me if you would prefer, but I will need admin level access to make web magic.

LEGAL STUFF

Just like a parking ticket, you can't transfer this contract to anyone else without my permission.

I can't guarantee that my work will be error-free and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

All work is as-is upon deployment. There are no written or implied warranties in this contract.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

MATERIALS & INFORMATION

All materials furnished by Client will remain the property of Client and will be returned upon request, or no more than 10 days from the termination of this agreement.

The results of any and all work performed by Service Provider for Client, including original creative work, will remain the property of the Client.

Client guarantees that all elements of text, images or other artwork you provide are either owned by you, or that you've permission to use them.

Copyright is automatically assigned as follows:

- I retain all copyright privileges on all XHTML markup, CSS and other code and licenses it to you.
- You own the graphics and other visual elements that Service Provider creates for Client for this project. All graphics and design work should not be used for any other purpose than what was originally agreed upon. I will give you a copy of all finished graphics and design files and you should store them really safely as I am not required to keep them or provide any native source files that was used in making them.
- I love to show off work, so I also reserve the right to display and link to your completed project as part of my portfolio that is displayed on my website(s).

EXPIRATION & MODIFICATION

This Agreement commences on the date it is executed and shall remain in effect for a period of one year or until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement. Any hours used prior to written notification are considered fully earned and nonrefundable.

ACKNOWLEDGEMENT

Client acknowledges that he/she has read this Agreement and has been afforded the opportunity to discuss and review this Agreement with attorneys of his/her choice, and that copies of the Agreement were provided to him/her prior to execution of this Agreement.

APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed according to the laws of the State of KANSAS and shall not be construed against the drafter. The parties agree that any suit or action relating to this Agreement shall be instituted and commenced exclusively in WYNADOTTE COUNTY, KANSAS, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts.

MEDIATION AND ARBITRATION

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in the following location: Kansas City, KS. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in the following location: Kansas City, KS under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court with jurisdiction to do so.

FEES AND COSTS

In the event of legal action arising out of this Agreement, the prevailing party in such legal action or proceeding shall be entitled to an award of costs and reasonable attorney fees in addition to any other relief awarded.

CONTACT INFORMATION

Client

Service Provider

Karissa Skirmont
816-396-5533
3118 W 42nd Ave
Kansas City, KS 66103

The dotted line

By signing this Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein.

x _____

x  _____

Signed By Karissa Skirmont
Signed On: October 19, 2017

Audit Trail

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