


Marketing Services Agreement

This Marketing Services Agreement ("Agreement") is being made between _____ (that's "You" or "Your") located at _____ and KPM Communications, Inc. dba Indie Author Creative, (that's "We" or "Us") located at 1391 NW St. Lucie West Blvd. #209, Port Saint Lucie, FL 34986 on _____ (date). _____ and KPM Communications, Inc. dba Indie Author Creative may also be referred to as "Party" or together as the "Parties". This Agreement will become effective on _____ ("Effective Date").

1. Services

The Parties will perform the services ("Services") listed in this Section 1. The Parties acknowledge that their obligations to perform the Services serve as good and valuable consideration for this Agreement. "Good and valuable consideration" is a fancy way of saying: You get something out of this deal and We get something out of this deal, therefore; this Agreement is a legally binding, fully-enforceable contract.

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<i>Service Description</i>	<i>Standard</i> Included in package prices	<i>Premium</i> NOT Included in package prices
Editing Developmental editing, copy editing, line editing, and proofreading services.		
Book Cover Design Basic and custom book cover design.	 Basic Cover	 Custom Cover
Formatting ePub, Mobi, PDF, and print formatting		
Website Design Website design and maintenance services through Wix.	 Creation/Maintenance	 Wix hosting/plan fees
Graphic Design Logo design, social media graphics, business cards, promo materials, and more.		
Marketing Social media, email and newsletter management, ARC management, merchandise facilitation, etc.		 Ads Costs

2. Fees

They say nothing good in life is free and our work is no exception. Please choose your contract option which is due via **auto-payment** monthly:

\$500 per month for 20 hours of service.

3. Expenses and Payment

a. Expenses: We may incur expenses that aren't included as a part of the fee for our Services. We'll keep an accurate record of the expenses we incur in performing the Services. We will send you an invoice for the expenses at the end of month upon completion of the Services.

b. Payment: Invoiced amounts must be paid within 10 days of receipt of the invoice. Contracted monthly payments must be made by credit

card or ACH. Additional services payments will be invoiced, separately via email, and must be paid by credit card.

4. Term and Termination

- a.** The term of this Agreement is THREE months from the Effective Date, unless terminated earlier for other reasons available in this Agreement.
- b.** If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this 0-Agreement by giving a 30-day written notice to the breaching Party/the other Party can end this Agreement immediately by giving written notice to the breaching Party.
- c.** Upon termination of this Agreement all Intellectual Property including, but not limited to logos, graphics, website, newsletter information/subscribers, etc. will be turned over to client.
- d.** This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received. High-fives all around!

5. Confidentiality

- a.** Your secrets are safe with Us. This includes Your proprietary information. This is stuff like trade secrets, know-how, logins, or any other confidential information that is not publicly available. We

promise We won't sell Your proprietary information to a third-party, no matter how much they offer Us for it. We agree to use the proprietary information only for purposes related to this Agreement. We also agree to return or destroy any propriety information We have, whether it's physical or electronic, upon termination of this Agreement.

- b.** We expect our secrets to be safe with You, too. This includes our proprietary information. You agree not to sell our proprietary information to a third-party, no matter how much they offer You for it. You also agree to return or destroy any propriety information You have, whether it's physical or electronic, upon termination of this Agreement.

- c.** We know that secrets can be hard to keep, but it's important that both Parties keep their lips sealed. If either Party shares the propriety information and the sharing results in harm to the other Party, there's a good chance that an "I'm sorry" and monetary compensation won't be enough to make up for it. The harmed Party will be able to seek legal remedies to ensure the other Party will be held liable for spilling the beans. The harmed Party can also seek and an immediate injunction to prevent the other Party from continuing to share proprietary information.

- d. This Section 5 will survive the termination or expiration of this Agreement. That means this Section 5 is the section that never ends. It goes on and on, my friends.

6. Relationship of the Parties

- a. **Independent Contractors.** The Parties to this Agreement are independent contractors which means this is a “no strings attached” business relationship. Neither Party is an agent, representative, partner, or employee of the other Party.

7. Licenses

Your stuff will always be Your stuff. Your pre-existing trademarks and copyright material (like logos and service marks) (“Marks”) will remain Your property and You will be the sole owner of all rights in connection to it. You grant Us a nonexclusive, nontransferable license to use, reproduce, and modify the Marks as needed to effectively carry out the Services We are providing. We agree to stop using the Marks immediately upon Your request. When this Agreement is terminated, our license to use the Marks will also terminate.

8. Limitation of Liability

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, punitive, exemplary, or special damages. Neither Party will be liable for lost profits or lost business opportunities upon breach of this Agreement.

9. Waiver

Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing by the Parties. If any provision, right, or obligation is waived, it's only waived to the extent agreed to in writing.

10. Amendments

This Agreement may be modified as needed. To make a modification, the Parties have to agree to the modification in writing in the form of an amendment. The terms of this Agreement will apply to any amendment made unless otherwise stated in the amendment.

11. Assignment

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

12. Dispute Resolution

- a. **Negotiation:** We want to work this out. In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.
- b. **Mediation/Arbitration:** If talking it over doesn't go well, either Party may initiate mediation or binding arbitration in a forum mutually agreed to by the Parties.

- c. Litigation:** We hate fights, but if litigation is necessary this Agreement will be interpreted based on the laws of the State of Florida, regardless of any conflict of law issues that may arise. The Parties agree that the dispute will be resolved at a court of competent jurisdiction in the State of Florida.
- d. Attorney's Fees:** The prevailing party, also known as the "winner", will be able to recover its attorney's fees and other reasonable costs for a dispute resolved by binding arbitration or litigation.

13. Complete Contract

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

14. Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

15. Notices

All notices under this Agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

COMPANY INFORMATION:
INFORMATION:

KPM Communications, Inc.
dba Indie Author Creative
1391 NW St. Lucie West Blvd. #209
Port Saint Lucie, FL 34986

CUSTOMER

[Remainder of this page intentionally left blank. Signature page follows.]

Let's Shake Hands

Ink is the official handshake of business. If the Parties agree to the terms of this Agreement, please sign below.

Customer Name _____

Signed: _____

Name: _____

Title: _____

Date: _____

Company Name: KPM Communications, Inc. dba Indie Author Creative

Signed: _____

Name: Kari Monty

Title: Owner

Date: _____