

Design Project Service Agreement

Ruhtra Productions
ruhtra4000@gmail.com
TIN 27-3194562
(510) 254-4000

1. Authorization

The below-named, hereinafter referred to as "client" is engaging Ruhtra Productions as an independent contractor for the specific purpose of:

2. Project Consultation

Ruhtra Productions and Client shall determine a time comfortable for both to establish a solid understanding of the project, cost, and timeframe of the project and is free for all projects considered:

3. Custom Graphic Design (initial here _____)

The hourly rate of \$65 with a two-hour minimum is required for all custom graphic design work. Sample of work can be found on our website. Once final payment has been received and client approves the final product client will retain ownership of the master file, or kept on file for printing and/or other distribution.

- By initialing above Ruhtra Productions and Client agree to terms listed above and will execute on the signed date below.

4. Web-Design and Development (initial here _____)

A One-time fee of \$399 is required for new website development/design and with hosting and domain services provided by Squarespace® and to include the following: User Friendly Web Hosting, Custom Domain Name (free for the 1st year) and 1 month free maintenance and update support from Ruhtra Productions.

- An annual fee of \$165 shall be billed by Ruhtra Productions until written cancellation from the client 60 days prior to website annual renewal.
- Ruhtra Productions shall notify client by email 30 days prior to website renewal and hold clients financially responsible for all annual charges billed or website shall be cancelled by the provider.
- To Sell Unlimited Products & Accept Donations a Fully Integrated E-Commerce via Stripe (3% Sales Transaction Fee may apply) with a required and active Stripe account. Free no obligation or contract required at sign-up.
- Electronic Commerce Laws: The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services contemplated herein, and will hold harmless, protect, and defend Arthur R. Garrison and Ruhtra Productions and its subcontractors from any claim, suit, penalty, tax, fine, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

5. Maintenance and Updates (initial here _____)

The quarterly rate of \$150 (or \$60 monthly) is required to retain Ruhtra Productions to update and retain any new or pre-existing websites not created by Ruhtra Productions and to include the following:

- Repairing scripting languages, basic HTML, broken links and images, and other types of malfunctioning code or components.
- Revising, editing, adding and/or updating content and links to existing and pre-existing websites, adding new or changing existing web pages to keep your website and its content up to date.
- Any unused time is not cycled into the next calendar month.
- Ruhtra Productions and client reserves the right to terminate this agreement at any time upon 30 days written notice.
- Monthly or quarterly billing available.
- By initialing above Ruhtra Productions and Client agree to terms listed above and will execute on the signed date below.

6. Social Media Management (initial here _____)

The quarterly rate of \$125 (or \$50 monthly) will be assessed and is entrusted for the following services:

- Monitoring, contributing to, filtering and otherwise guiding the social media presence of a brand, product, individual or corporation that will include, but not limited to: Manage all published content (images, video and written). Oversee design (*i.e. Facebook Timeline cover, profile pic, thumbnails, ads, landing pages, Twitter profile, Blog, etc.*) Monitor and manage YouTube and/or Vimeo content and unwanted comments.
- Will work with client to manage and monitor, as well as listen and respond to users in a "Social" way to cultivate more "foot traffic" to those sites.
- Any unused time is not cycled into the next calendar month. Ruhtra Productions and client reserves the right to terminate this agreement at any time upon 30 days written notice.
- Monthly or quarterly billing available.
- By initialing above Ruhtra Productions and Client agree to terms listed above and will execute on the signed date below.

7. Date of Completion

Ruhtra Productions and the Client will work together to ensure completion of design project in a timely manner. We agree to work expeditiously to complete the project no later than 15 days after Client has submitted all necessary materials. If the Client does not supply Ruhtra Productions with complete text and graphics content for this project within 25 days of the effective date of this agreement, this service agreement shall become null and void, at Ruhtra Productions' option, unless the project is canceled in writing via email or text by the Client prior to 25 days of the effective date of the agreement.

8. Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Arthur R. Garrison dba Ruhtra Productions for inclusion in the design project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Arthur R. Garrison dba Ruhtra Productions and its subcontractors from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

9. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Ruhtra Productions nor any of its employees or agents, warrants that the functions contained in this service agreement will be uninterrupted or error-free. The entire risk as to the quality and performance of the Project is with the Client. In no event will Arthur R. Garrison and/or Ruhtra Productions staff be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this Design Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software, even if Ruhtra Productions has been advised of the possibility of such damages.

10. This Agreement

This agreement constitutes the sole agreement between Ruhtra Productions and the Client regarding this design Project. Any additional work not specified in this contract or any other amendment or modification to this contract must be authorized by a written request signed by both Client and Ruhtra Productions. All prices specified in this contract will be honored for 12 months after both parties sign this contract. Continued services after that time will require a new agreement.

The undersigned hereby agree to the terms, conditions and stipulations of this agreement on behalf of his or her organization or business.

This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.

Client		Ruhtra Productions	
Name		Arthur R Garrison Ruhtra Productions	
Email			
Contact#			
Development password:			
Go-Live Date:			
<i>(sign)</i> _____		<i>(sign)</i> _____	
<i>date</i> _____		<i>date</i> _____	