

ABC Company has retained **Kerry Andersen** to provide the services outlined below for the period of **January 1, 2019 to April 30, 2019**. Both parties agree to the terms and conditions as set forth.

Services:

- Print Design
- Website Design
- Logo Design
- Digital Asset Design
- Social Media Asset Design
- Trade Show Booth Design
- Copywriting
- Website Administration and Updates
- Project Management
- Phone, In-Person, and Online Consultations
- Research Related to Assigned Projects
- Contractor Research
- File Archiving and Management

During this period, Kerry Andersen will allocate **XX hours per month** on projects and tasks to be determined by ABC Company. Work priority will be at the discretion of ABC Company.

The agreed upon discounted rate of **\$XX per month** (\$XX per hour) is due the first day of each month and will cover the services for that month. No invoice will be submitted for these services. However, ABC Company will receive a list of services rendered at the end of each month.

Kerry Andersen will provide a retainer hour status update every week. Unused retainer hours are **not** rolled-over unless arrangements are made in advance. If the account requires additional hours, ABC Company will receive an invoice at the standard rate of **\$XX per hour**. Kerry Andersen will **not** perform services outside of the retainer program agreement without consent.

Work will normally be performed at the office of Kerry Andersen during standard business hours, but may occasionally take place at other locations, as required.

Any expenses not included in this agreement will be billed separately. Examples of such expenses include: travel expenses beyond 10 miles from Kerry Andersen's office, stock photography obtained outside of Kerry Andersen's subscribed resources, delivery services, and any agreed upon, contracted services such as language translations and programming. All invoices will be net 30.

All materials furnished by ABC Company will remain the property of ABC Company. Kerry Andersen will assign all rights of completed work to ABC Company upon full payment of the retainer. ABC Company grants Kerry Andersen the right to copy, display, and distribute completed work for use in design competitions, design publications, educational purposes, and the marketing of Kerry Andersen LLC.

ABC Company attests that it will secure all necessary intellectual property rights to the content it provides to Kerry Andersen. In the event that intellectual property rights are not properly secured, ABC Company will indemnify Kerry Andersen LLC for any claims brought against the agency and will be responsible for attorney's fees and damages relating thereto.

ABC Company will proofread and examine all work produced and maintain responsibility for any typographical, spelling, grammatical, copy, photographic, illustrative, layout or other errors or omissions discovered after printing, publication, or reproduction.

ABC Company Signature & Date

Kerry Andersen Signature & Date