



Modern Era  
[info@moderneradma.com](mailto:info@moderneradma.com)  
5816 SW Archer rd.  
Gainesville FL 32608

(352)-872-4972  
Moderneradma.com

# Terms of Agreement



**MODERNERA**  
digital marketing agency

- Web Design
- SEO
- SMO
- Printing
- Marketing

- Videography
- Photography
- Graphic Design
- Logo
- Consultation



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**Client Information:**

**Date:** \_\_\_\_\_

Client: \_\_\_\_\_  
 Phone: \_\_\_\_\_ FAX: \_\_\_\_\_  
 Client Representative: \_\_\_\_\_  
 Address : \_\_\_\_\_  
 City : \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

**Project Schedule:**

Preliminary Stage: \_\_\_\_\_  
 Developmental Stage: \_\_\_\_\_  
 Finalization Stage: \_\_\_\_\_

**Authorization**

\_\_\_\_\_ is engaging in an agreement with MODERN ERA to provide basic services for the project consisting of consultation, research, design, checking quality of implementation, developing or improving a product and coordination of the project and its execution. Regarding basic services, the designer shall prepare and present materials to the client that demonstrate or describe the designer's intentions and shall prepare various materials and templates, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented. The client will supply all text, photos and graphics and any content desired in the project. The client hereby authorizes MODERN ERA with "write permission for all directories or programs which need to be accessed for this project.



## TERMS

**Reservation of Rights:** All rights not expressly granted above are retained by the MODERN ERA. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.

**Revisions:** Revisions will be made only by MODERN ERA at the Preliminary Design phase. The Client will receive no more than 3 revisions at this stage. Additional fees will be charged for revisions made after 3 preliminary design revisions, and for additions to project scope.

**Samples and Promotion:** MODERN ERA reserves the right to include samples or photographs of the work created under this agreement and the name of Client for publications, exhibition, competition, and other promotional purposes (such as our website) once the project has been made public.

**Preliminary Works:** MODERN ERA retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to MODERN ERA within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of MODERN ERA.

**Permissions and Releases:** The Client agrees to indemnify and hold MODERN ERA harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.

**Payment:** Payment for services provided hereby shall be made in accordance with the conditions contained in this agreement. Payment option will be chosen by MODERN ERA in accordance with the nature of the project.

- **Option 1:** \_\_\_\_\_ 30% is due upon signing, \_\_\_\_\_ 30% is due on the 50% mark, and the remaining percentage \_\_\_\_\_ will be due no later than 5 days after completion.
- **Option 2:** \_\_\_\_\_ is due upon signing and the remaining \_\_\_\_\_ no later than 5 days after completion of the project.
- **Option 3:** \_\_\_\_\_ Payment will be received upon completion of project.
- **Option 4:** \_\_\_\_\_

**Late Payment:** Payment for services provided hereby shall be made in accordance with the conditions contained in this agreement. In the case a client cannot make a payment, the client must notify MODERN ERA immediately. Any late payments are subject to a \$25 fee for every 5 business days' payment is not received.

**Cancellation:** You may terminate this agreement within three (3) days of signing this agreement without paying any fees and MODERN ERA will refund your payment in full. If you terminate this agreement beyond the 3<sup>rd</sup> day of entering this agreement for any reason to include an emergency, change of mind, etc., MODERN ERA will be compensated for services performed through the date of cancelation in the amount of a prorated portion of the fees due. Upon cancellation, all rights to the project/website revert to MODERN ERA and all original art must be returned, including sketches, comps, or other preliminary materials.

## Client Responsibilities



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**Materials:** \_\_\_\_\_ shall be responsible for providing MODERN ERA with the required photos, drawings, text, content, graphics, or any materials deemed necessary for the project during the preliminary stage of the project. MODERN ERA will not be liable for any such materials not included during the preliminary stage and will maintain the right to allow such materials to be provided afterward. \_\_\_\_\_ guarantees that they have all the necessary rights and ownership in such materials to permit MODERN ERA to use them for the project. MODERN ERA will not be held liable for any such information or materials not provided during the preliminary stage of the project.

**Client Approvals:** \_\_\_\_\_ will approve and proofread all final designs, type, press proofs and test sites. MODERN ERA will make all efforts to ensure that no information/n is misrepresented. However, \_\_\_\_\_ assumes all responsibility for content. Once \_\_\_\_\_ approves of work proposed in the preliminary stage of the project no changes can be made without approval by MODERN ERA. For example, during the preliminary stage 3 templates or drafts may be chosen but once MODERN ERA reaches the developmental stage no other templates will be made without the approval of MODERN ERA. To ensure quality and fairness to both parties any changes outside the boundaries agreed to in the preliminary stage will not be made without the consent of both parties.

**Monthly Maintenance Service (Optional)** \_\_\_\_\_

The monthly Maintenance Service charge includes minor webpage maintenance to regular webpages over a 12-month period or any other specified time, including updating links, backing up data, updating information and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If client attempts updating webpages, time to repair said webpages will be billed at the hourly rate listed hourly rate listed below. This rate shall also govern additional work authorized beyond that specified above for such services as general internet orientation, education, copywriting, webpage design, editing, art, photo, graphics services and helping clients learn how to use their own webpage editor. All requested changes and additional work must be authorized in writing by the client. The hourly rate is \$45.

**Preliminary Stage**

The preliminary stage is designed to allow clients the appropriate amount of time to adequately share their ideas and requests with MODERN ERA. During the preliminary stage, all materials necessary for the project will be collected, such as; photos, text, content, designs, graphics, wireframes, etc. During this stage, MODERN ERA will provide a minimum of one proposal/draft and a maximum of three. Any additional draft's or proposals requested by the client will cost an additional \$45 an hour.

**Developmental Stage**

The developmental stage is designed to allow MODERN ERA the appropriate amount of time to adequately meet all the request made by the client during the preliminary stage. During this stage is the responsibility of MODERN ERA to communicate with the client throughout the progress of the project. During the Developmental stage, MODERN ERA shall notify the client once it reaches the 50% mark. The 50% mark indicates that over 50% of the project is complete and at this point it is in the best interest of the client to allow MODERN ERA to continue without any changes. During this stage, the integrity of a concept cannot be changed but only improved upon. For example, If the client agrees to a template presented by MODERN ERA during the preliminary stage then the client cannot change the template. The client can make small request such as the modification of a sentence or small details that don't affect the integrity of the agreed upon concept in the preliminary stage. The boundaries of the Developmental stage such as time and drafts we be agreed upon during the preliminary stage of the project.

**Finalization Stage**



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The finalization stage is designed to allow MODERN ERA and the Client to finalize the project. During this stage, MODERN ERA shall prepare various materials and templates, such as artwork, drawings, and specifications, to enable the design to be printed, fabricated, installed, or otherwise implemented. For example, a Logo will be delivered electronically in the formats agreed upon by the client in the agreement. At this stage, the client will give approval of all satisfied work, if MODERN ERA does not meet the agreed upon service then the client has the right to walk away from this agreement. No refund will be given and the work shall remain the rights of MODERN ERA. But if the client chooses to continue then MODERN ERA will have no more than 30 days to present the client with a finished product.

**Miscellaneous:**

This Agreement shall be binding upon the parties, their heirs, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize additional expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. This Agreement shall be governed by the laws of the State of Florida and courts of such state shall have exclusive authority and venue.

**Additional:**

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CLIENT ACKNOWLEDGES THAT USE OF THE SERVICE IS AT THE RISK OF ORGANIZATION, AND THAT MODERN ERA DOES NOT WARRANT THAT THE SERVICE WILL BE FREE OF INTERRUPTION OR ERROR. CLIENT FURTHER ACKNOWLEDGES THAT MODERN ERA DOES NOT WARRANT THE RESULTS TO BE OBTAINED FROM USE OF ITS SERVICE, AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PURPOSE OR OTHERWISE.

**Signature Authority.** Both parties warrant that they have read and understand the terms set forth in this agreement. Each party hereby represents and warrants that she/he is duly authorized to execute and deliver this Agreement on behalf of Other Party and that this Agreement is binding upon Other Party in accordance with its terms.

I certify that I have read, understand, and agree to the terms of this agreement;

sign \_\_\_\_\_ print \_\_\_\_\_ date \_\_\_\_\_

sign \_\_\_\_\_ print \_\_\_\_\_ date \_\_\_\_\_