



## CONTENT DEVELOPMENT OVERVIEW

Town Crier Marketing Group's Content Development offers are designed to help businesses build a library of sharable content to be used for successful lead generation and to meet other marketing goals. Town Crier can produce all types of content including written content such as blogs, articles, email letters, newsletters and case studies; visual content such as infographs and ads; and video content.

Town Crier's content development offers divide content into three categories depending on the complexity and time it takes to produce. Content is priced based on category to simplify project initiation and budgeting.

Regardless of the type of content requested, Town Crier will follow the same structured process. Town Crier will conduct an interview with Client to discuss goals, timeline, how the content will be used and applicable keywords. Town Crier will then develop the content and provide up to one major and two minor revisions. Depending on the type of content requested, photos or graphics and call to action sentences (e.g., such as a tweet) will be included.

The deliverables for content development include:

- 1) Town Crier will interview Client to discuss goals, timeline, how the content will be used and applicable keywords. This may be on the phone, in-person or may consist of client filling out a content request form. The content request form must be submitted by or approved by Client in all cases.
- 2) Town Crier will develop the content and present to Client for approval. Client may request up to one major and two minor revisions. (Major means up to 25% of content is changed, minor means less than 10% of content is changed.)
- 3) Upon final approval and payment in full, Town Crier will deliver final content, along with photos, graphics, and lead sentences where applicable. Format for delivery will be specified in the content request form. Client will then own the rights to the content.

### Benefits:

- *Quickly build a library of sharable content for use in all marketing activities*
- *Writers are native English speakers to enhance readability in the United States and Canada, and allow for translation to other languages where needed*
- *Keywords woven into content aid in search engine rankings*
- *Supplied photos, hashtags, lead sentences, etc. make sharing across multiple platforms a breeze*



## MARKETING SERVICES AGREEMENT

### 1.0 SCOPE OF AGREEMENT

This Services Agreement is made between Town Crier Marketing Group, Inc. (hereinafter referred to as “Town Crier”) and You, the Client (hereinafter referred to as “You”, “Your” or “Client”) for marketing services performed by Town Crier on behalf of Client.

### 2.0 SCOPE OF WORK

Town Crier will provide content development services to help Client meet strategic business goals.

The deliverables for content development include:

- 1) Town Crier will interview Client to discuss goals, timeline, how the content will be used and applicable keywords. This may be on the phone, in-person or may consist of client filling out a content request form. The content request form must be submitted by or approved by Client in all cases.
- 2) Town Crier will develop the content and present to Client for approval. Client may request up to one major and two minor revisions. (Major means up to 25% of content is changed, minor means less than 10% of content is changed.)
- 3) Upon final approval and payment in full, Town Crier will deliver final content, along with photos, graphics, and lead sentences where applicable. Format for delivery will be specified in the content request form. Client will then own the rights to the content.

Successful and timely completion of these services depend on the following supplied by Client:

- Completion of a pre-project survey, either online or via phone call, providing insight into Client’s business, products and services, competitors and project goals.
- Participate in phone or in-person conferences with Town Crier as needed to kick-off project, collaborate on messaging and review and approve deliverables.

### 3.0 CHANGES

If Client wishes to obtain additional services not covered by the Scope of Work, Client shall submit a description of the additional service to Town Crier. Town Crier shall provide a cost estimate in writing for performing the additional services. The parties shall, prior to the commencement of work on any additional services, execute an amendment to this Agreement or agree on an alternate course of action, such as substituting content or generation of payment or a purchase order.

### 4.0 PRICING

Services under this Agreement shall be agreed to prior to commencement of any work items. Prices are exclusive of any and all out-of-pocket expenses. Out-of-pocket expenses incurred such as transportation expenses, travel, and the like, must first be approved in writing by Client, and upon approval and upon incurring expenses, will be invoiced separately at cost.



## **5.0 PAYMENT**

For more timely commencement of services, some services offered by Town Crier can be ordered online via Town Crier's website.

### **5.1 ONLINE PAYMENT**

Services ordered online via Town Crier's website shall use a service such as PayPal® or similar payment processing service. PayPal offers various ways to pay including payment from a user's PayPal account or a major credit card.

THROUGH COMPLETION OF ONLINE PAYMENT CLIENT ACKNOWLEDGES THAT CLIENT HAS REVIEWED AND AGREED TO THE TERMS OF THIS MARKETING SERVICES AGREEMENT.

### **5.2 OFFLINE PAYMENT**

For services offered for Offline Payment Town Crier shall invoice Client for the cost of services, and any out-of-pocket expenses directly incurred by Town Crier if applicable. Payment terms will be listed on the invoice. In most cases all, or a portion thereof, the total fee shall be due before the commencement of the project pertaining to the Service Agreement.

If there is a question or dispute with the invoice, within ten days of receipt the Client will provide to Town Crier written notice of Client's objection to such invoice. This notice shall set forth in reasonable detail the reasons for Client's objection to the nature or amount of the invoice. If no notification of dispute is received within ten days, Town Crier will consider the invoice in good order and expect full payment by the date specified on the invoice. In the event that Town Crier brings a successful collection action against Client for any outstanding payment, Client shall be responsible for all associated fees and expenses, including attorneys' fees and collection agency commissions or percentages, as well as interest at 1.5% per month. Invoices in dispute, where Client has timely notified Town Crier of the dispute, will not accrue interest until the dispute is resolved. Invoices not in dispute outstanding beyond sixty (60) days from the issue date are subject to interest at 1.5% per month.

## **6.0 INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**

Town Crier warrants that the services provided for Client under this Agreement will not infringe any copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity, provided that Client has not breached its warranty as set forth below.

Client warrants that all data and information provided to Town Crier for purposes of performing this Agreement, including but not limited to confidential and proprietary information, shall not infringe any copyrights, trademarks, patents, trade secrets or other intellectual property rights, privacy or similar rights of any person or entity, and that no such claims are threatened, asserted or pending. Each party shall indemnify and hold harmless the other and its directors, officers, partners, employees, representatives, agents, affiliates and the like from any and all loss or liability for any and all third-party claims, causes of action, suits, proceedings, losses, damages, demands, fees, expenses, fines, penalties, and costs (including, without limitation, reasonable attorneys' fees, costs, and disbursements) arising from breach of the warranty provided hereunder.

## **7.0. COPYRIGHT AND OTHER RIGHTS**

The results of the Services provided hereunder and resulting work product, including without limitation reports and documents written by or for Client in connection with a Project, shall be upon full payment (including expenses) the sole property of Client. The foregoing notwithstanding, Town Crier shall retain all right, title and interest in and to all or any materials relating to the process, methods, or approaches developed by Town Crier whether from the services performed under this agreement or prepared and/or used on other projects.



## **8.0. LIMITATION OF LIABILITY/DISCLAIMER**

In no event shall either party be liable to the other or any third-party for any indirect, incidental, special, or consequential damages arising out of this Agreement, including but not limited to damages for lost profits, lost savings, or lost data, even if such party has been advised of the possibility of any such damages. In no event shall either party be liable for amounts greater than any fees or compensation paid by Client under this agreement. This limitation does not apply to claims which are the subject of an indemnification under this Agreement.

## **9.0 CONFIDENTIAL AND PROPRIETARY INFORMATION**

Town Crier agrees, during the term of this Agreement, not to disclose or use, other than for purposes of performing under this Agreement and with Client's prior written consent, any of Client's confidential or proprietary information that has been identified as such by Client. This obligation shall not apply to information already in Town Crier's possession not subject to this Agreement, information which becomes part of the public domain, information provided to Town Crier by a third party who is not subject to a confidentiality restriction, and information which is disclosed in response to a valid judicial or governmental request. Client's confidential and proprietary information shall be returned upon request, provided that Client has satisfied all outstanding payment obligations.

## **10.0 TERMINATION**

Either party may at any time terminate this Agreement by providing the other party thirty- (30) days' prior written notice of intention to terminate ("Notice Period"). Termination shall be effective at the end of the Notice Period. Town Crier will provide services during this Notice Period and Client will be responsible for payment, in accordance with article 5 of this Agreement, of the price and all expenses incurred during the Notice Period.

## **11.0 ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties with respect to contracting for Town Crier's services. There are no promises, covenants, or undertakings other than those expressly set forth herein. This Agreement may not be modified, unless agreed to in writing by authorized representatives of Town Crier and Client.

## **12.0 ITEMS TO BE FURNISHED BY CLIENT**

Client understands and agrees that performance of this Agreement by Town Crier is contingent upon Client's furnishing of the materials, information, spokespeople or services scheduled as part of the marketing plan, if applicable.

## **13.0 GOVERNING LAW**

This Agreement shall be governed by the laws of Texas, without regard for its conflicts of laws and principles. The parties' consent to venue in and to the exclusive jurisdiction of the state and federal courts of Texas for any dispute arising out of this Agreement.

## **14.0 NOTICE**

Any notice required to be provided under this Agreement shall be sent via certified U.S. mail, return receipt requested or by commercial overnight courier, at the address set forth below. Notice shall be deemed given two business days after depositing the notice in the U.S. mail or the day after delivery to a commercial overnight courier. Either party may change its address for notice purposes by providing written notice in accordance with this paragraph.



For Town Crier

Tracy Venters

Principal

Town Crier Marketing Group

6009 W. Parker Rd, Ste. 149-183

Plano, TX 75093

**15.0 INDEPENDENT CONTRACTOR**

Town Crier, in rendering services under this Agreement, is acting and shall act solely as an independent contractor and not as the agent of Client.

**16.0 NO ASSIGNMENT**

This Agreement shall not be assigned or transferred by either party without prior written consent of the other party, except in the event of a merger, acquisition, or other change in control transaction in which the party's business will be substantially continued.

**17.0 ACCEPTANCE**

THROUGH COMPLETION OF ONLINE PAYMENT CLIENT ACKNOWLEDGES THAT CLIENT HAS REVIEWED AND AGREED TO THE TERMS OF THIS MARKETING SERVICES AGREEMENT.