



K Marketing Co. LLC Service Agreement

THIS AGREEMENT is made between the submitting company, _____, hereinafter “Client”, and K Marketing Co, LLC, with a business address of 113 Oakridge Dr. Mountville, PA 17554, hereinafter “KMC”.

1. **Website Design Project:** KMC's website design process is structured in three phases: pre-site construction, site design, and site review and launch, as outlined in the project proposal.
2. **Client On-Boarding:** KMC will arrange an onboarding session with the Client to kick off their project once the payment, as outlined in the project proposal, and the signed terms have been received. The onboarding session will focus on understanding the Client’s brand vision, design preferences, and functional requirements for the website. KMC will review initial deliverables, set deadlines for necessary client access and deliverables, and establish a timeline for key milestones throughout the design process.
3. **KMC Website Design Three-Phrase Process**
 - a. **Phase 1: Pre-Site Construction:** This phase involves planning and preparation to ensure the website aligns with the client’s goals and vision. KMC will work with the Client to gather necessary client deliverables, including branding guidelines, content, images, etc. Once received, KMC will create a client-specific sitemap, homepage design preview, and site copy.
 - i. Any third-party integrations, such as plugins or custom functionalities, will also be discussed and planned at this stage.
 - ii. Once all required assets and approvals are obtained, and a 40% progress payment is received, KMC will proceed to the design phase. ***Delays in providing required materials and/or progress payment will extend the project timeline and/or result in an abandoned project, as outlined in KMC’s terms and conditions.***
 - iii. The client will have the opportunity to approve the initial site map, home page preview, and site copy before full site design begins.
 - b. **Phase 2: Site Design:** During the site design phase, KMC will create the full website design, based upon the agreed-upon site map, homepage preview, and copy submitted during the pre-site construction phase. The site design phase includes the creation of website’s visual design, as well as user interface as outlined on the Project Proposal.
 - i. Any changes to the design scope after the pre-site construction phrase will result in a “Change of Scope” and will be billed accordingly at KMC’s current billable hourly rate. The design phase focuses on creating a responsive, visually appealing website optimized for desktop, tablet, and mobile devices.
 - c. **Phase 3: Site Review and Launch**
 - i. **Design Review:** The Design Phase Review process is designed to ensure that the Client Project aligns with the agreed-upon Project Framework and the Client's expectations.

KMC will create a site map, homepage preview, and site copy for Client approval following the onboarding meeting. Clients will be given a due date to review and provide feedback to ensure alignment with the Project Framework. Once the materials are approved, all Client deliverables have been received in full, and the progress payment has been made, KMC will proceed with the full site design phase, working within the approved site map, homepage preview, and copy. After the completion of the full site design, a site preview will be provided to the Client. If any discrepancies are noted, the Client must submit a single list of corrections, referred to as a "singular punch list." This list should include, but is not limited to, issues such as broken links, spacing issues, missing attachments, and inconsistent font sizes or styles. The Client is encouraged to review the site using the provided link by the date provided by KMC to maintain the project schedule. It is important to compile feedback into a singular punch list for clarity.

1. KMC understands that once the Client sees the new website, the Client might want to make some enhancements, such as adding elements, modifying text, swapping images, changing the menu layout of tabs, or reworking areas of the site. KMC is happy to help with these requests. To maintain KMC's competitive pricing and project timelines, these types of changes are considered "Change of Scope." If the Client desires, Client can provide a list of desired changes or schedule a meeting with KMC to discuss them in detail. KMC will then provide an estimate for the cost and timeframe to complete the requested modifications.
2. Any additional request made after the singular punch list is submitted will be considered revisions and will be billed at KMC's billable hourly rate.
- ii. **Website Launch:** Upon completion of the project, KMC will coordinate a meeting with the client to schedule the official website launch. This meeting could include items such as connecting social media feeds to site, assisting the Client with adding any needed plans with the Client's credit card, attaching the Client's new or current domain, etc as outlined in the Project Framework.
 1. Any post-launch updates or revisions will be billed at KMC's current billable hourly rate.
 2. Any back-office training or support will be billed out KMC's current billable hourly rate, unless explicitly listed in the Project Proposal.
4. **Website Access:** Upon full payment and completion of the website project, KMC will provide the Client with access to website ownership. The client is responsible for securing and maintaining this access. KMC is not liable for any changes, disruptions, or damages caused by third-party interference or client modifications after access is granted.
 - a. **Additional Features, Pages, and Changes After Launch:**
 - i. If the client requests additional features, pages, design changes, or copy revisions after the site design has been finalized and launched, these will be considered outside the original scope of work. Such requests will be billed at KMC's billable hourly rate, with a minimum of 1-hour increments. Any additional changes will require client approval before work begins and may extend the project timeline.
5. **Copy:** KMC will develop and assist in the creation of the copy for the Client's design, marketing, and print work. This process will involve input from the Client regarding industry specifics, as well as the assistance from AI platforms. KMC will implement best practices to create copy that incorporates industry-specific keywords and reflects current market trends. The Client may also submit any original content they wish to include in the project scope electronically. If the Client chooses to provide copy, it must be submitted as a text-based document (e.g., Google Doc or Microsoft Word).
6. **Client-Provided Graphics and Images:** The Client may provide graphics, images, and other visual elements for inclusion in their design or marketing materials. It is the Client's

responsibility to ensure that all submitted graphics and images are free from copyright infringement and that they possess the necessary rights or licenses for their use. KMC will not be liable for any legal issues arising from the use of Client-provided graphics or images.

7. **Client Deliverables:** The Client acknowledges and agrees that KMC's ability to fulfill its obligations under this Agreement depends on the Client's prompt and complete cooperation. The Client agrees to respond to KMC's requests for information timely. The Client understands that failure to respond in requested timeframe may result in delays in the project scope and timeline.
8. **Domain Pointing, Recovery, and Transfer Disclaimer:** KMC will assist the Client in selecting a new domain; however, all fees related to the purchase and renewals of the domain are the sole responsibility of the Client.
 - a. For domain pointing to a Client-owned domain, KMC will provide assistance under the following conditions:
 - i. The Client provides remote access to the domain hosting platform.
 - ii. The domain hosting platform is compatible with the website platform.
 - iii. No email addresses, CRM systems, or related platforms are connected to the domain.
 - b. If any of these conditions are not met, or if the Client is unaware of or unable to provide remote access to the domain hosting platform, KMC will refer the Client to a technology partner to manage the connection of the domain.
 - i. The Client is solely responsible for all costs related to recovering access, gaining credentials, domain pointing, transferring, or any unforeseen issues or complications that may arise during the process.
 - ii. If the Client requires KMC's technology partner for domain-related connections or services, KMC will provide the technology partner with administrative access to the Client's website. Should the Client engage KMC to act as a liaison between the technology partner and the Client, such services will be billed at KMC's current billable hourly rate.
 - iii. KMC is not responsible for any delays or failure to connect the client's website to their existing domain due to the client's inability to provide necessary access to domain registrar accounts or related credentials. It is the Client's responsibility to ensure they have proper access to their domain, and KMC will not be held liable for any disruptions, additional cost to the Client or missed deadlines resulting from issues related to the Client's domain access. Any additional time spent by KMC assisting the client in resolving domain access issues will be billed at KMC's current hourly rate.
 - iv. The Client is responsible for maintaining website access credentials after delivery, and KMC is not liable for any changes, disruptions, or damages caused by third-party interference or client modifications. Future support or changes post-launch will be provided at KMC's current billable hourly rate.
9. **Published Work:** All work will be subject to editing by KMC. However, any issues related to spacing, layout, coloring, pixelation, or typographical errors in the approved design work will not be deemed defects. KMC will not be held responsible for any costs associated with reprinting due to these issues.
10. **Subscriptions and Renewals:** KMC may develop the Client's design or marketing work using various platforms. The Client acknowledges that certain platforms require hosting services or ongoing subscriptions, which must be obtained and maintained by the Client. KMC will assist with the initial setup of these accounts; however, the Client is responsible for managing payments and maintaining the accounts using their own credit card. The renewal of any subscriptions procured by KMC on behalf of the Client remains the Client's sole responsibility. KMC is not liable for any loss, cancellation, or service disruption resulting

from missed or late payments upon renewal. This includes but is not limited to, fees for website hosting, domains, email services, Canva subscriptions, and similar services.

11. **Changes to Scope:** The Client acknowledges that any modifications or additions to the Project Framework are considered a change of scope. A proposal will be provided detailing the costs associated with the requested changes, allowing the Client to approve the new expenses before work begins.
12. **Design Options:** The Client acknowledges that they will provide basic branding guidelines, color schemes, and essential elements that they wish to incorporate into the project during the Onboarding process. KMC will use this information as a foundation for the project. Any subsequent requests for revisions related to design elements, graphic selections, color preferences, layout, style, wording, and similar aspects are considered a Change to Scope as outlined above.
13. **Design Ownership:** The Client acknowledges that they will retain ownership of design assets once they possess the necessary software and request editable copies, such as those created in Canva, Adobe, Wix, MailChimp, etc. The time required to provide these editable copies will be billable at KMC's current billable hourly rate. All clients will maintain full ownership of their digital assets, provided their accounts on the respective design platforms are in good standing, as outlined in KMC's Terms and Conditions.
 - a. Editable versions of any design work requested after twelve (12) months of creation may no longer be available.
 - b. KMC is not responsible for the Client's deletion or modification of work to which the client has editable access.
14. **Social Media/Online/Ad/Google Accounts:** The Client agrees to provide KMC with admin and/or editor access to online social media, Google My Business Suite, and any ads account KMC is requested by the Client to work within. KMC will not monitor comments, messages, reviews, and similar interactions on the Client's account. Client acknowledges full responsibility for all aspects of their social media, advertising, and Google accounts. KMC shall not be liable for any removal, deletion, corruption, hacking, or other issues affecting the Client's social media, online, advertising, or Google accounts.
15. **Third-Party Source Code:** The Client's Project may incorporate software developed by third parties, including but not limited to Wix, Facebook, Instagram, MailChimp, Adobe, Google, Canva, shopping carts, photo galleries, and similar platforms. In such cases, Client's Project will be governed by the terms and conditions set forth by the respective third-party software owners. The Client will have the right to use the software solely as a licensee, and no ownership rights of any kind will be transferred to the Client.
16. **Third-Party Partners:** The Client acknowledges that the scope of services provided by KMC does not include programming the Client's Customer Relationship Management (CRM) system, advanced integration of the Client's CRM system with marketing platforms, email servers, or any tasks typically performed by IT companies, tech support, or programmers. However, KMC may facilitate coordination with appropriate partners to assist with these services upon the Client's request. Any additional costs or fees associated with such services provided by third-party partners will be the responsibility of the Client.
17. **Project Development and Browser and/or Device Compatibility:** When applicable, KMC will create designs for optimal viewing on widely used current browsers (e.g., Google Chrome, Safari, etc.) and device size variations (e.g. desktop and mobile) that are supported by the software utilized in the development of the Client's Project. The Client acknowledges that KMC cannot guarantee proper functionality across all browser software and different operating systems. KMC shall not be held responsible for issues arising from new browser versions released after the design and delivery of the Client Project, or due to limitations of third-party software used. Furthermore, KMC's compliance with the Americans with Disabilities Act (ADA) will only be conducted if explicitly specified in the Project Proposal.

18. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties with respect to its subject matter and will supersede all previous and contemporaneous communications, representations or understanding, either oral or written, between them relating to that subject matter. It will not be contradicted or supplemented by any prior course of dealing between the parties.

Name:

Company/Organization:

Title:

Signature:

Date:

Megan Kalbach

K Marketing Co. LLC

Owner

Signature:

Date: