



By signing this Agreement, _____ (“Client”) has retained Pixel Dust, LLC (“Service Provider”) to proceed with the requested services, and agrees to the terms and conditions as set forth in this Agreement:

1. SERVICES. Client has retained Service Provider to perform: See Service Request form
2. PAYMENT. Client agrees to commit to (retainer fee in full must accompany signed Agreement): See Schedule of Fees
3. HOURLY PAY BASIS. Initial hours will be applied against deposit until expended. Subsequently, Client will be billed on a weekly basis for each prior week’s hours. Payments are due upon receipt. Payments rendered are considered fully earned and non-refundable.
4. RETAINERS. Monthly retainers provide ongoing support at a discounted rate up to the number of hours set forth in this Agreement. Retainer fees are required in full in advance of services; payment is due on or before 1st of each month. If payment is not received by the 1st, full standard hourly rates will apply for any work performed during that month, and monies received will be applied accordingly. Services rendered beyond the retained number of hours will be billed at the full hourly rate with payment due upon receipt. Hours are billed in 5 (five) minute increments. Payments rendered are considered fully earned and non-refundable. Unused hours are not carried over; it is incumbent upon Client to utilize their retained hours each month.
5. ADDITIONAL WORK. Client understands additional work beyond the scope of this Agreement must be negotiated separately and will require a separate Agreement. Services requested by Client and provided by Service Provider that do not fall within the scope of this Agreement will be billed separately at the full standard hourly rate according to service category with payment due upon receipt.
6. SERVICE CATEGORIES. There is a per-hour minimum for all services. Hourly rates are billed in 5 (five) minute increments. Client understands that hourly rates are subject to change without notice at the discretion of Service Provider.
7. CLIENT RESPONSIBILITIES. Client understands that Service Provider is not an employee, and that this will be a collaborative, professional relationship of equals where mutual professional respect, courtesy and consideration are expected. Due to the virtual nature of the relationship, Client understands the importance of communication, especially via email, and agrees to respond to questions, requests and communications from Service Provider in a timely manner. Client understands that Service Provider is a business with other clients to serve, and requires fair, realistic notice in order to attend to requests and projects. **Poor planning or miscommunications on the part of the Client will not constitute an emergency for Service Provider.** Client understands that Service Provider may require detailed clarification of projects in order to meet expectations and provide the best support and highest quality work.

8. OFFICE HOURS & COMMUNICATION. Office hours are Monday through Friday 8:00 am to 5:00pm (CST). Email is to be the primary form of communication between Client and Service Provider. Service Provider is available for phone calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed to Client. However, the time of both parties must be respected, and calls lasting over 10 minutes will be billed to Client. Telephone meetings must be prescheduled. Cancellation requires a minimum of 24 hours advance notice. Missed meetings or cancellations without sufficient notice will be billed to Client.

9. PROJECTS COMPLETION. Basic support receives 24-48 hours attention. Each new or special project requires a minimum three (3) days lead time. Client will provide sufficient notice and allow for reasonable timeframes for project completions. Rush projects of 24 hours or less and projects requiring weekend or holiday work may be subject to a 25% surcharge and/or other rush fees. Service Provider reserves the right to refuse any project or service request.

10. MATERIALS & INFORMATION. Client will provide all content, outlines, photos, project images, etc., necessary for any special projects. Source material must be clear and legible. Client is responsible for furnishing all pertinent information, and for furnishing accurate, truthful and complete information necessary for Service Provider to perform or complete the agreed services or project.

11. EXPENSES. Expenses incurred on behalf of Client are not included in any fees and will be billed to Client. Reimbursable expenses may include, but are not limited to, office supplies (e.g., file folders, envelopes, CDs, labels, etc.), mileage, long-distance telephone charges, payments made to vendors, and shipping and handling costs. Long-distance telephone calls will be billed at a rate of \$0.25 per minute. There is a one-hour minimum for office calls. On-site visits will be billed for meeting time, roundtrip travel and mileage. Payment is due upon receipt.

12. DELIVERY. Completed projects are delivered via CD, fax, email, FTP, U.S. Mail, or other means as required by the Client. Client is responsible and will be billed for all shipping and handling costs. There is no charge for faxing, emailing or U.S. mail under 1 ounce (#10 envelope and one stamp).

13. ACCURACY. Client assumes full responsibility for acceptance of work or services performed and agreed upon, as well as final proofing and accuracy. Service Provider is not responsible for errors or omissions.

14. PAYMENT OPTIONS. Personal or business checks are accepted for payment. Discover, MasterCard and VISA credit cards and e-checks are accepted through [http://www.paycom.com](#), with an additional \$2 charge.

15. NSF FEES. There is a \$40 NSF (insufficient funds) fee for returned checks.

16. LATE PAYMENTS. Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.

17. LIEN. All materials or property belonging to Client, as well as work performed, may be retained as security until all just claims against Client are satisfied.

18. LATE FEES. Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflow increase administrative time, waste retainer hours unnecessarily, and prevent Service Provider from working to optimum standards and servicing other clients in a fair and equal manner. Service Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.

19. PROPERTY. All billings (including invoices, statements and estimates), reports and time accounting are provided as a convenience to Client at the discretion of Service Provider and remain the property of Service Provider. Periodic audits may reveal previous billing discrepancies or errors, and Service Provider is entitled to void or recall incorrect invoices and statements and bill for any monies due on account.

20. ACCURACY OF INFORMATION. Client agrees that the accuracy of information supplied to Service Provider is the sole responsibility of Client, and that Service Provider is not responsible and shall not be held liable for the results of services performed on the basis of inaccurate, incomplete or untruthful information furnished by Client.

21. INDEMNIFICATION/RELEASE OF LIABILITY. Client shall indemnify, defend and save Service Provider harmless from any and all suits, costs, damages or proceedings, including, but not limited to, Service Provider's services, pertaining to any and all litigation in which the Client is a party. Client shall pay all expenses incurred by Service Provider including, but not limited to, all attorneys' fees, costs and expenses incurred should Service Provider be named a party in any litigation to which Client is a party. Client shall further indemnify and hold harmless Service Provider and its agents, officers and directors from liability for any and all claims, costs, suits and damages, including attorneys' fees arising directly or indirectly out of or in connection with the operation of Client, and from liability for injuries suffered by any person relating to the Client. This agreement to indemnify Service Provider is not limited to any acts or omissions, statements or representations made by Service Provider in the performance and/or nonperformance of Service Provider's duties hereunder and relating to all contractual liabilities, which may be alleged or imposed against Service Provider. All reasonable precautions will be taken to safeguard the property entrusted to Service Provider. In the absence of negligence, however, Service Provider will not be held liable for loss, destruction or damage of any kind resulting from items which are lost or delayed in transit, whether such transit is electronic, fax, mail or otherwise, nor for unauthorized use by others of such property. Service Provider will not be held liable for any incidental, consequential or indirect damages, including without limitation damages for loss of profits, business interruption, loss of information, plagiarism, etc. Service Provider will not be held liable for typographical omissions or errors.

22. TERMINATION. Retainers may be terminated by either party for any reason with 10 (ten) days advance written notice of intent to cancel. Retainer fees are due in full for the intended month of cancellation if proper notice is not provided.

23. EXPIRATION & MODIFICATION. This Agreement shall remain in effect until such time as one or the other Party provides written notice of cancellation. This Agreement may be modified or amended as necessary after negotiations initiated by either Party. If agreement is reached, only a written instrument signed by both Parties will modify or amend this Agreement.

24. ADDITIONAL PROVISIONS. This Agreement shall be governed by and construed according to the laws of the State of Oklahoma, and shall not be construed against the drafter. The parties agree that any suit

or action relating to this Agreement shall be instituted and commenced exclusively in the federal or state courts in Tulsa, Oklahoma, and the parties hereby waive the right to change such venue and hereby consent to the jurisdiction of such courts. Any liability on the part of Service Provider as determined by a court of law will be limited to an amount not to exceed one month's retainer. If Service Provider must bring suit or other action to collect on unpaid invoices or seek remedy of any other breach of contract, Service Provider shall be entitled to an award of costs, reasonable attorney's fees and interest at the maximum rate permitted by law in addition to any other relief awarded.

The terms and conditions of this Agreement may be modified or amended as necessary only by written instrument signed by both parties. By signing this Retainer Agreement, I indicate that I understand, agree to and accept the terms and conditions as contained herein, dated this _____ day of _____, _____.

CLIENT:

Authorized Signature

Printed Name

Title

Business/Company Name

Address

City, State, Zip

Phone

Cell Phone

Fax

Email

Website (if available)

SERVICE PROVIDER:

Pixel Dust, LLC
1611 S Utica Ave #126
Tulsa, OK 74104-4909

O 918.924.5327
F 918.749.2727

angie@pixeldustllc.com

MAKE CHECKS PAYABLE TO:
Pixel Dust LLC

Service Request

By signing this Agreement, _____ (“Client”) has retained Pixel Dust LLC (“Service Provider”) to provide the following services and agrees to the terms and conditions as set forth in this Request.

Client has retained Service Provider to perform:

WEB SITE/BLOG SERVICES

- New web site design
- Existing web site maintenance
- Existing web site overhaul/redesign
- Web site hosting
- New blog design
- Existing blog maintenance
- Existing blog overhaul/redesign
- Blog hosting
- Website/blog migration service
- Other Web Site/Blog service

OTHER SERVICES NOT LISTED

DESKTOP PUBLISHING SERVICES

- Brochure design
- Postcard design
- Business card design
- Programs/flyers/handouts design
- Newsletter design
- Custom forms
- Other Desktop Publishing services
- Printing services

NATURE OF WORK TO BE PERFORMED

INTERNET SERVICES

- Internet research
- Online marketing assistance
- Social networking assistance
- Other Internet services:

MEDIA & PESENTATION SERVICES

- Graphic design
- Branding & Image creation
- Audio streaming
- Other Media & Presentation services

Schedule of Fees

By signing this Schedule, _____ (“Client”) acknowledges Pixel Dust, LLC (“Service Provider”) to proceed with the requested services and agrees to the terms as set forth in this Schedule:

1. HOURLY RATE. This is a Pay-As-You-Go at \$ 5.00 per hour billed at 5 (five) minute intervals. A first-time deposit of \$175.00 must accompany Services Agreement.
2. MONTHLY RETAINER. This is a block of 8 hours of continuous monthly service at \$500 each. Multiple blocks can be purchased. Retainer Fees are due by the 1st of each month. See Services Agreement.
3. WEB SITE DEVELOPMENT. Standard web site design and development starts at \$500. At least 50% must be paid up-front before work can begin. Due to the possible complexities of design and development additional charges may apply. Domain Name and Hosting charges not included.
4. DOMAIN NAME. 1-year domain name registration is \$1 . Registration fee due up-front and in full before web site is published.
5. HOSTING. Hosting is \$360 per year, if paid yearly. If you request monthly billing, it is billed at \$35 per month, quarterly billing is \$33 per month. All hosting renewal dates begin the date the site is launched. At least one payment is due prior to the site being published.
6. CUSTOM WORK. Custom work is billed at \$ 5.00 per hour billed at 5 (five) minute intervals. A first-time deposit of half of the agreed quote must accompany Services Agreement.
7. NSF FEES. There is a \$40 NSF (insufficient funds) fee for returned checks.
8. LATE PAYMENTS. Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. Monthly late charges of \$10.00 or 1.75% (APR of 21%), whichever is greater, will be assessed on unpaid balances every 30 (thirty) days.
9. LATE FEES. Clients who consistently fail to respond to questions in a timely manner, do not supply needed information, or otherwise impair efficient workflow increase administrative time, waste retainer/service hours unnecessarily, and prevent Service Provider from working to optimum standards and servicing other clients in a fair and equal manner. Service Provider reserves the right to impose late fees and/or increase hourly rates of Clients who fall into this category.
10. Fees will be applicable to all clients, but will be subject to assessment of the service provider and can be waived based on the judgment of the service provider.