

# RINARD

Sales Agreement

You, St. Hagerman School District No 233, the client, are hiring us Rinard Media, to do the following work for the price of \$12,600 or \$700 per month for 18 months as outlined in our previous correspondence.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Standard Web Design          | <input type="checkbox"/> Deluxe SEO                     | <input type="checkbox"/> Facebook Ads Campaign |
| <input type="checkbox"/> Pro Web Design               | <input checked="" type="checkbox"/> Website Hosting     | <input type="checkbox"/> Pro Branding          |
| <input type="checkbox"/> Deluxe Web Design            | <input checked="" type="checkbox"/> Website Maintenance | <input type="checkbox"/> Deluxe Branding       |
| <input checked="" type="checkbox"/> Custom Web Design | <input type="checkbox"/> Brand Messaging                | <input type="checkbox"/> Graphic Design        |
| <input checked="" type="checkbox"/> Starter SEO       | <input type="checkbox"/> Website Wireframing            | <input type="checkbox"/> Video Campaign        |
| <input type="checkbox"/> Standard SEO                 | <input type="checkbox"/> Google Ads Campaign            | <input type="checkbox"/> ReviewBox Software    |

## Client Acceptance and Automatic Credit Card Billing Authorization

How would you like to pay?

- ☐ Full pay by check? (\$12,600)  
☒ Monthly pay by ~~card~~ check for the 18 months? (700/mo)

If you are paying monthly, we require a card to be placed on file and we automatically bill the card listed below.

Contract Start Date: 11- -2020 Contract End Date: 5- -2022

Company Name Joint Hagerman School District No 233

Cardholder's name: (as shown on credit card) \_\_\_\_\_

Card number: \_\_\_\_\_ Expiration: \_\_\_\_\_ CVV: \_\_\_\_\_

Billing Address: 324 N 2nd Avenue City/State: Hagerman ID Zip Code: 83332

Email: (For Receipts) cbidwell@hjsd.org Phone 208-837-6344

Signature [Redacted Signature] Date 11/9/2020

Rinard Media Signature \_\_\_\_\_ Date \_\_\_\_\_

**What do both parties agree to do? You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract. **Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

**Design:** We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly hypertext markup language (HTML) and Cascading Style Sheets (CSS) so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (color, texture and typography.) You'll have plenty of opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

**Text content:** Rinard Media is responsible for optimizing text for Search Engine Optimization (SEO) purposes while painting an excellent customer experience. The client and Rinard Media will work together to make this happen.

**Graphics and photographs:** If you are providing graphics, you should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. We will supply all stock images (if needed) for the initial development of the website. Rinard Media will facilitate a photo shoot to get updated and relevant photos.

**HTML, CSS and JavaScript:** We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviors. We use the latest versions of each language to ensure the highest quality outcome.

**Desktop browser testing:** We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), and Mozilla Firefox. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

**Mobile browser testing:** Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in: iOS 11: Safari, Google Chrome Android: Google Chrome on Android Emulator. We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

**ADA Compliance:** We will always do our best to abide by ADA compliance guidelines. You can view the standards we follow here. <https://www.ada.gov>

**Hosting:** We are responsible for the maintenance of the website, which includes; up-time, licensing, domain renewal (if in our possession), text, images, video, content changes, and additional web pages. We are not responsible for any malicious hacking of the website that may detract from your brand. In the event of a hack, we will temporarily take down your website and correct any problems that could have occurred and bring the website back online.

**Search Engine Optimization (SEO):** We don't guarantee specific rankings for your website researched keywords, but the web pages that we develop are accessible to search engines and built with the latest technology and knowledge of search engines algorithms. We will do our best and due diligence to maintain your ranking goals and provide any insight and direction to increase those rankings. We cannot be held responsible for any Google algorithmic changes that may effect day-to-day rankings.

**Changes and revisions:** The monthly price includes all changes and revisions throughout the duration of the contract. Certain changes and revisions including but not limited to: E-commerce, custom plugins, applications, api's, and portals may require a monthly price increase. Rinard Media will strive to make changes in 1-2 business days of the client's request.

**Software Licensing:** We use development licenses for our websites. As long as we are maintaining your website, we will use our licenses for all software that we integrate. If you ever decide to cancel this contract, you will be responsible for purchasing your own licenses for the software on the site. Any one-time license purchases will be transferred to the client and any subscription based licensing will be the responsibility of the client.

**Legal stuff:** We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

**Indemnification:** Each party agrees to indemnify, defend, and hold harmless the other party and their client from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

**Copyrights:** You guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them. All deliverables created by Rinard Media under this contract, is the property of the client.

**Displaying our work:** We love to show off our work, so we reserve the right to display all aspects of our creative work on our portfolio and in articles on websites and advertisements

**Cancellation:** This contract is bound by the contract start and end date. All remaining contract dues must be paid in full if the client wishes to cancel before the contract end date. The client will retain ownership of the website and all additional services will stop.

**Auto-Renewal:** If on a monthly payment structure, this contract will auto-renew on a month-to-month basis after the contract end date and can be cancelled at any time with a 30 day notice to Rinard Media.

If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document under exclusive venue and jurisdiction of the courts of the State of Idaho in the County of Twin Falls.

# RINARD

Sales Agreement

\_\_\_/\_\_\_/2020

You, Joint Hagerman School District No. 233, the client, are hiring us Rinard Media, to do the following work for the price of \$7,000 and as outlined in our previous correspondence.

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- ✓ Livestream equipment and software setup.
  - ✓ Any additional equipment needed up to \$1,000. (You shouldn't need more beyond that at this time.)
  - ✓ Training on the livestream setup.
  - ✓ 2 weeks of tech support and maintenance on the setup.
  - ✓ Video title card design and implementation.
  - ✓ Release of Adobe files to edit.
- 

## Client Acceptance

Amount: \$7,000      Frequency: One time to be invoiced. Check due upon project start.

Contract Start Date: 11- -2020      Project Delivery Date: 12-10-2020

Company Name Joint Hagerman School District No. 233

Billing Address: 324 N. 2nd Avenue City/State: Hagerman, ID Zip Code: 83332

Email: (For Receipts) cbridwell@hjsd.org Phone 28-837-6344

Signature [Signature] Date 11/9/2020

Rinard Media Signature \_\_\_\_\_ Date \_\_\_\_\_

**What do both parties agree to do? You:** You have the authority to enter into this contract on behalf of yourself, your company or your organization. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we need. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract. **Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavor to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

**Video Production:** Client shall maintain ownership of all footage. We will supply all gear to produce the product. If scope of work changes during the project, a separate proposal will be given. The client will be given revisions of our work to ensure satisfaction. We will not disclose information to anyone beyond the parties involved in this contract.

**Changes and revisions:** The client will receive two weeks of tech support on the equipment and software installed for the livestream.

**Equipment:** The client will receive any additional equipment to make the livestream function as expected. The cost will not exceed \$1,000 to Rinard Media. If additional equipment is needed, a separate price will be given to the client.

**Legal stuff:** We can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

**Indemnification:** Each party agrees to indemnify, defend, and hold harmless the other party and their client from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

**Copyrights:** You guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them. All deliverables created by Rinard Media under this contract, is the property of the client, including copyright.

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