



MOLLY MONTAG COMMUNICATIONS LLC

Contractor Services - Terms of Services

First of all, thank you for choosing to work with my company. I'm excited to be a part of your marketing journey and establish a great relationship with your team.

This is all the behind-the-scenes contractual lingo that outlines the terms of our services, work product, and privacy. You can read all about it here on this webpage as well:

www.mollymontag.com/contract

Project

The Client is hiring the Contractor to do the following: The Contractor will assist the client primarily in marketing services.

Schedule

The Contractor can begin work after receipt of a signed contract, and the work is ongoing. This Contract can be ended by either Client or Contractor at any time, pursuant to the terms listed in the Section labeled Term and Termination.

Payment & Expenses

Payment will be made via the Wethos or PayPal platform via a secure system. The Client will reimburse the Contractor's expenses for anything outside of the original scope of services. Any required platform fees, stock photography, domain name and hosting fees, & other necessary, pre-approved contractor fees will be paid for by the client. Expenses must be preapproved by the Client.

Invoices

The Contractor will invoice the Client through the Wethos or PayPal platform and the invoicing schedule will be determined by the Contractor and the Client for each project.

Ownership & Licenses

Client Owns All Work Product

As part of this job, the Contractor is creating "work product" for the Client. To avoid confusion, work product is the finished product, as well as drafts, notes, materials, mockups and anything else that the Contractor works on-that is, conceives, creates, designs, develops, invents, works on, or reduces to practice-as directly related to this project. The Contractor hereby gives the Client this work product once the Client pays for it in full. This means the Contractor is giving the Client all of its rights, titles, and interests in and to the work product (including intellectual property rights), and the Client will be the sole owner of it. The Client can use the work product however it wants, or it can decide not to use the work product at all. The Client, for example, can modify, destroy, or sell it, as it sees fit. Notwithstanding contained herein shall be construed to be an assignment or license of Contractor's Background IP to Client.

For purposes of this Agreement, "Contractor Background IP" means Contractor know how, trade secrets, methodologies, concepts, techniques, documentation and/or data utilized by Contractor (whether or not protected by patents or registered copyrights), other materials of Contractor, and other Intellectual Property Rights of the Contractor and its affiliates and licensors (i) existing prior to the Effective Date, or (ii) developed, arising or acquired after the Effective Date from activities not associated with or outside the scope of the services. Contractor Background IP shall also include any Derivative Works, improvements, or enhancements to those items in (i) and (ii). Nothing contained herein shall prevent Contractor or Contractor personnel from using know-how or improvements to Contractor's processes, procedures, or services learned from the performance of this Agreement.

Contractor's Use of Work Product

The Client gives the Contractor permission to use the work product as part of the Contractor's portfolio and websites, in galleries, and in other media, so long as it is to showcase the Contractor's work and not for any other purpose. The Contractor is not allowed to sell or otherwise use the work product to make money or for any other commercial use. The Client is not allowed to take back this license, even after the Contract ends.

Contractor's Right to use Client IP

The Contractor may need to use the Client's intellectual property to do its job. For example, if the Client is hiring the Contractor to build a website, the Contractor may have to use the Client's logo. The Client agrees to let the Contractor use the Client's intellectual property and other intellectual property that the Client controls to the extent reasonably necessary to do the Contractor's job. Beyond that, the Client is not giving the Contractor any intellectual property rights, unless specifically stated otherwise in this Contract.

Contractor's IP That Is Not Work Product

During the course of this project, the Contractor might use intellectual property that the Contractor owns or has licensed from a third party, but that does not qualify as "work product." This is called "background IP." Possible examples of background IP are pre-existing code, type fonts, properly-licensed stock photos, and web application tools. The Contractor is not giving the Client this background IP. But, as part of the Contract, the Contractor is giving the Client a right to use and license (with the right to sublicense) the background IP to develop, market, sell, and support the Client's products and services. The Client may use this background IP worldwide and free of charge, but it cannot transfer its rights to the background IP (except as allowed in Section 11.1 (Assignment)). The Client cannot sell or license the background IP separately from its products or services. The Contractor cannot take back this grant, and this grant does not end when the Contract is over.

Non-Solicitation

Until this Contract ends, the Contractor won't: (a) encourage Client employees or service providers to stop working for the Client; (b) encourage Client customers or clients to stop doing business with the Client; or (c) hire anyone who worked for the Client over the 12-month period before the Contract ended. The one exception is if the Contractor puts out a general ad and someone who happened to work for the Client responds. In that case, the Contractor may hire that candidate. The Contractor promises that it won't do anything in this paragraph on behalf of itself or a third party.

Representations

Authority To Sign

Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Contractor Has Right To Give Client Work Product

The Contractor promises that it owns the work product, that the Contractor can give the work product to the Client, and that no other party will claim that it owns the work product. If the Contractor uses employees or subcontractors, the Contractor also promises that these employees and subcontractors have signed contracts with the Contractor giving the Contractor any rights that the employees or subcontractors have related to the Contractor's background IP and work product.

Work Product Does Not Infringe

The Contractor promises that its work product does not and will not infringe on someone else's intellectual property rights, that the Contractor has the right to let the Client use the background IP, and that this Contract does not and will not violate any contract that the Contractor has entered or will enter into with someone else. Additionally, if the Client provides the Contractor with material to incorporate into the work product, the Client promises that this material does not infringe on someone else's IP rights.

Client Will Review Work

The Client promises to review the work product, to be reasonably available to the Contractor if the Contractor has questions regarding this project, and to provide timely feedback and decisions.

Term & Termination

This Contract is ongoing until ended by the Client or the Contractor. Either party may end this Contract for any reason by sending an email or letter to the other party, informing the recipient that the sender is ending the Contract and that the Contract will end in 30 days. The Contract officially ends once that time has passed. The party that is ending the Contract must provide notice by taking the steps explained in Section 10.4. Client will pay the Contractor for the work done up until the Contract ends and will reimburse the Contractor for any agreed-upon, non-cancellable expenses. The following sections don't end even after the Contract ends: Ownership and Licenses; Non-Solicitation; Representations; Confidential Information; Limitation of Liability; Indemnity; and General.

Independent Contractor Relationship

The Client is hiring the Contractor as an independent contractor. The following statements accurately reflect their relationship:

- The Contractor will use its own equipment, tools, and material to do the work.
- The Client will not control how the job is performed on a day-to-day basis. Rather, the Contractor is responsible for determining when, where, and how it will carry out the work.
- The Client will not provide the Contractor with any training.
- The Client and the Contractor do not have a partnership or employer-employee relationship.
- The Contractor cannot enter into contracts, make promises, or act on behalf of the Client.
- The Contractor is not entitled to the Client's benefits.
- The Contractor is responsible for its own taxes.
- The Client will not withhold social security and Medicare taxes or make payments for disability insurance, unemployment insurance, or workers compensation for the Contractor or any of the Contractor's employees or subcontractors.

Confidential Information

While working for the Client, the Contractor may come across, or be given, Client information that is confidential. This is information like customer lists, business strategies, research & development notes, statistics about a website, and other information that is private. The Contractor promises to treat this information as if it is the Contractor's own confidential information. The Contractor may use this information to do its job under this Contract, but not for anything else. For example, if the Client lets the Contractor use a customer list to send out a newsletter, the Contractor cannot use those email addresses for any other purpose. The one exception to this is if the Client gives the Contractor written permission to use the information for another purpose, the Contractor may use the information for that purpose, as well. When this Contract ends, the Contractor must give back or destroy all confidential information and confirm that it has done so. The Contractor promises that it will not share confidential information with a third party, unless the Client gives the Contractor written permission first. The Contractor must continue to follow these obligations, even after the Contract ends. The Contractor's responsibilities only stop if the Contractor can show any of the following:

(i) that the information was already public when the Contractor came across it; (ii) the information became public after the Contractor came across it, but not because of anything the Contractor did or didn't do; (iii) the Contractor already knew the information when the Contractor came across it and the Contractor didn't have any obligation to keep it secret; (iv) a third party provided the Contractor with the information without requiring that the Contractor keep it a secret; or (v) the Contractor created the information on its own, without using anything belonging to the Client.

Limitation of Liability

Neither party is liable for breach-of-contract damages that the breaching party could not reasonably have foreseen when it entered this Contract.

Indemnity Overview

This section transfers certain risks between the parties if a third-party sues or goes after the Client or the Contractor or both. For example, if the Client gets sued for something that the Contractor did, then the Contractor may promise to come to the Client's defense or to reimburse the Client for any losses.

Client Indemnity

In this Contract, the Contractor agrees to indemnify the Client (and its affiliates and their directors, officers, employees, and agents) from and against all liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of: (i) the work the Contractor has done under this Contract; (ii) a breach by the Contractor of its obligations under this Contract; or (iii) a breach by the Contractor of the promises it is making in Section 5 (Representations).

Contractor Indemnity

In this Contract, the Client agrees to indemnify the Contractor (and its affiliates and their directors, officers, employees, and agents) from and against liabilities, losses, damages, and expenses (including reasonable attorneys' fees) related to a third-party claim or proceeding arising out of a breach by the Client of its obligations under this Contract.

[General]

Assignment

This Contract applies only to the Client and the Contractor. The Contractor cannot assign its rights or delegate its obligations under this Contract to a third-party (other than by will or intestate), without first receiving the Client's written permission. In contrast, the Client may assign its rights and delegate its obligations under this Contract without the Contractor's permission.

Arbitration

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising under this Contract, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules.

Modification; Waiver

To change anything in this Contract, the Client and the Contractor must agree to that change in writing and sign a document showing their contract. Neither party can waive its rights under this Contract or release the other party from its obligations under this Contract, unless the waiving party acknowledges it is doing so in writing and signs a document that says so.

Notices

Over the course of this Contract, one party may need to send a notice to the other party. For the notice to be valid, it must be in writing and delivered in one of the following ways: personal delivery, email, or certified or registered mail (postage prepaid, return receipt requested). The notice must be delivered to the party's address listed at the end of this Contract or to another address that the party has provided in writing as an appropriate address to receive notice.

The timing of when a notice is received can be very important. To avoid confusion, a valid notice is considered received as follows: (i) if delivered personally, it is considered received immediately; (ii) if delivered by email, it is considered received upon acknowledgment of receipt; (iii) if delivered by registered or certified mail (postage prepaid, return receipt requested), it is considered received upon receipt as indicated by the date on the signed receipt. If a party refuses to accept notice or if notice cannot be delivered because of a change in address for which no notice was given, then it is considered received when the notice is rejected or unable to be delivered. If the notice is received after 5:00 pm on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice is considered received at 9:00 am on the next business day.

Severability

This section deals with what happens if a portion of the Contract is found to be unenforceable. If that's the case, the unenforceable portion will be changed to the minimum extent necessary to make it enforceable, unless that change is not permitted by law, in which case the portion will be disregarded. If any portion of the Contract is changed or disregarded because it is unenforceable, the rest of the Contract is still enforceable.

Signatures

The Client and the Contractor must sign the proposal document. These electronic signatures count as originals for all purposes.

Governing Law

The laws of the state of Louisiana govern the rights and obligations of the Client and the Contractor under this Contract, without regard to conflict of law principles of that state.

Entire Contract

This Contract represents the parties' final and complete understanding of this job and the subject matter discussed in this Contract. This Contract supersedes all other contracts (both written and oral) between the parties.