

DEBIT RETAINER AGREEMENT

June 14, 2017

Proposal valid for 30 days from above.

01. PARTIES TO THIS AGREEMENT.

This Agreement is entered into by and between **Justin Downey Marketing, LLC**, (hereinafter referred to as “JDM”) and **CDR Fireplaces**, (hereinafter referred to as “Client”) on this **14th day of June, 2017** in the City of Dallas, State of Texas. Errors due to Find & Replace are hereby apologized for.

02. SCOPE OF SERVICES INCLUDED.

The following services will be included within the scope of this retainer unless otherwise noted: Marketing Consulting, Creative Design, Web Development (i.e. HTML, PHP, CSS, JS), Pre-Press Work, and Branding.

03. SCOPE OF SERVICES EXCLUDED.

All of, but not limited to, the following services are excluded under this retainer until otherwise negotiated: IT work (i.e. email, PC support, etc.), custom photography, video, 2D or 3D animation, copy writing, market research, printing, shipping, logistics and web hosting. JDM has some or all of these capabilities, but they will not be covered under the scope of this retainer.

04. OBLIGATIONS OF JDM AND CLIENT.

JDM shall adequately perform its services under this agreement while updating the Client on project status, account information, and respond to Client’s inquiries or other communications in a timely manner. Client shall be honest and cooperate with JDM, keeping JDM abreast of new developments or changes that could affect the Client’s relationship with JDM, particularly any changes in Client’s address, telephone number, or ownership; and make any and all payments according to this agreement on or before the date due.

05. HOURLY FEES.

The JDM account representative will be Justin Downey. Services rendered by Justin Downey are billable at rate of \$150 per hour. Should Director-level assets be used, they are billable at a rate of \$115 per hour. Associate-level assets are billable at a rate of \$94 per hour. JDM will charge in increments of one quarter of an hour, rounded up for each activity to the nearest one quarter of an hour. JDM will charge a minimum of one quarter of an hour for services rendered and under the scope of this retainer.

06. HARD COSTS.

Client shall pay all “Hard Costs” required to complete approved projects under this agreement. Hard Costs include, but are not limited to, 3rd party hosting, stock photography purchases, printing, shipping, travel, and any other related expense required to complete approved projects. These “Hard Costs” may either be paid for directly AT NO PROFIT to JDM or billed separately but in addition to JDM’s retainer plus \$20 or 20% (whichever is greater).

07. RETAINER.

After the initial deposit of \$3,000, client shall maintain a minimum deposit in the amount of **\$300 at all times** or until this contract has been revoked (see section 11). Client will then pay to JDM \$1,000 to be applied against JDM’s hourly services. Payment toward the retainer shall be deposited in an interest-bearing account. JDM will withdraw funds from the account according to the appropriate hourly rate as services are rendered in order to keep the Client’s account paid for and current. Funds left (except for interest) in the Client’s account at the time of the termination of this agreement will be refunded LESS a hand-over fee of \$200.

08. STATEMENTS AND/OR PAYMENTS.

JDM shall email Client monthly statements to the email address on record, disclosing JDM’s fees deducted from the retainer. In the event the retainer funds approach the \$300 minimum, a digital invoice will be generated for an additional payment of \$1000 applied to the retainer. Invoices are to be paid in full within 30 days of generation.

09. CLIENT’S PROPERTY.

Client’s file, and the Word, Excel, PowerPoint documents therein, are Client’s property. In the event this agreement is revoked, JDM shall hand-over all digital files EXCEPT the native files (PSDs, AI, etc.) and digital negatives in a timely manner. JDM is under **no obligation** to maintain backups of Client’s digital property once this agreement has been terminated.

10. CONFLICT OF INTEREST.

As an ethical point, JDM will not commence working with a client that poses any actual or potential conflict of interest. At this time, JDM is not aware of any current business relationships that may have a conflict of interest in the present subject matter or in any separate subject matter of Client under this Agreement.

11. DISCHARGE OF JDM.

Client may, at any time, discharge JDM for any reason whatsoever by written notice, which shall become effective upon receipt by Justin Downey, JDM's President. Upon receipt, JDM shall cease to provide all services to Client, unless otherwise agreed upon by JDM and Client. Client is required to settle any and all debts to JDM (such as outstanding Hard Costs) before JDM will refund any remaining funds on the retainer account to Client.

12. WITHDRAWAL OF JDM.

JDM may withdraw as Client's agency of record at any time, without notice or explanation. At such time, the account will be settled as outlined in section 11 (above).

13. DISCLAIMER.

Client acknowledges that JDM makes no guarantee regarding campaign/project outcome or success. JDM does not have or hold any power to guarantee any certain outcome. We wish we did, but we don't.

More information on this disclaimer can be found on our website at: jdmdigital.co/terms.

14. PRIVACY EXPECTATIONS.

JDM believes in a simple and strict privacy policy. JDM will NEVER share, sell or otherwise distribute Client's information to a 3rd party without express consent. Client acknowledges that, unless otherwise noted (such as in a Non-Disclosure Agreement), JDM has the right to display approved testimonials, screenshots of approved work and other such materials for marketing purposes. Details of our privacy policy are available at jdmdigital.co/privacy.

15. ENTIRE AGREEMENT.

This agreement is complete in its entirety between the parties involved. This agreement supersedes all other verbal or written agreements made prior to or concurrent with this Retainer Agreement.

16. SEVERABILITY.

The remainder of this agreement shall be severable and remain in effect if any provision in whole or in part is held unenforceable for any reason.

17. MODIFICATIONS.



This agreement may be modified only by the execution of a written amendment signed by all the parties hereto. Client understands and acknowledges that if Client requires additional JDM billable services excluded from the scope of this agreement (highlighted in section 2), an agreement addendum will be required. To be clear, “Hard Costs” do not require an addendum. Addendum/modification is required ONLY if we want billable services not currently covered under this agreement’s scope of service.

18. EFFECTIVE DATE AND SIGNING OF THIS AGREEMENT.

This agreement shall become effective when signed by all parties hereto. However, in the event this Agreement requires the payment of the retainer fee to JDM, this Agreement shall not become effective, and JDM shall have no duty to act on behalf of Client, until the full payment of such retainer fee has been received.

The undersigned below have read and agree to be bound by this Agreement, executed upon receipt of the first retainer payment.

Justin Downey, President, JDM

Date

Client Signature

Date