



BLUE SURGE
MARKETING

Terms and Conditions

Last Updated: 12/1/23

Terms and Conditions	1
1. Billing	3
1. For Marketing Retainer Services	3
2. For Website Development Services	3
3. For Hourly Services	3
4. Invoicing & Payment Methods	3
5. Billable and Non-billable Tasks	3
6. Late Payments	3
7. Collection Costs	3
2. Surge Marketing Hub Software Terms	4
1. Phone & Text Messages	4
2. Email Billing	4
3. Communication Policy	5
1. Hours of Operation	5
2. Slack (Live Chat)	5
3. Email	5
4. Phone / Virtual Meetings	5
5. In-Person Meetings	5
4. Conditions	6
1. Services	6
2. Mutual Cooperation	6
3. Charges for Services Performed	6
4. Cancellation of Plans	6
5. Responsibilities of Blue Surge Marketing Agency and your company	6
1. Blue Surge Marketing Agency's Responsibility For Releases	6
2. Your Responsibility For Releases	6
3. Your Responsibility For Accuracy	6
4. Your Responsibility For Providing Website Content	6

6. Confidentiality	6
7. Employee Hiring	6
8. Term and Termination	6
1. Period of Agreement And Notice of Termination	6
2. Termination For Cause	6
3. Payment For Non-Cancellable Materials	6
4. Materials Unpaid For	6
5. Transfer of Materials	6
9. General Provisions	6
1. Governing Law	6
2. Representations and Warranties	6
3. Entire Agreement	6

1. Billing

1. For Marketing Retainer Services

You agree to the following billing schedule:

- Pay 100% upon signing this agreement, minus any unused days after the first day of the month.
- Afterwards, you will be on payment terms every 30 days. Invoices are sent the first day of the month and have 14-day payment terms in advance for any work performed.

Example:

1. We agree your monthly retainer for marketing services is \$5,000.
2. We send you an invoice on March 16th. Payment terms are 14-days. Your invoice would be due March 30th for April's services.
3. Then on March 16th, we would send your next invoice for April' services, and so on.

2. For Website Development Services

Unless otherwise stated, you agree to the following billing schedule of:

- 60% of the total as a deposit upon agreeing to this website development services,
- 20% of the total within (30) days after signing this agreement, and
- 20% as the remaining balance by the completion of the project.

3. For Hourly Services

Blue Surge Rate Card Pricing	Blended Rate
Blue Surge Marketing Agency Staff Per Hour	\$160.00

Blue Surge Marketing Agency uses blended rates like the majority of similarly-sized agencies to calculate pricing for most projects. We find this helps our clients versus per hourly pricing per

team member. (For example, you may get the services of a \$50 an hour graphic designer or proofreader right along side a \$250 per hour global strategists, but you're going to pay a blended rate for both of \$150.)

4. Invoicing & Payment Methods

Invoices are sent electronically via email either before or upon signature of this agreement.

Desired method of payment: Credit/debit, Bank ACH, or check.

Please make checks payable to:

*Blue Surge Marketing Agency
915 A Carmans Road
Suite 253
Massapequa, NY 11758*

Please do not send cash through the mail. If you're paying via check, please inform us ahead of time. Send checks via certified or registered mail to confirm its delivery.

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. We're also sure you'll want to maintain a positive working relationship and keep the project moving forward, so you agree to stick tight to the following payment schedule.

5. Billable and Non-billable Tasks

In order to create a transparent work relationship, we have outlined as requested what is considered billable and non-billable.

Billable tasks include:

- Deliverables
- Research
- Revisions
- Travel costs

- In-person meetings
- Support after project completion unless included in package

Non-billable tasks include:

- Proposal writing (and any revisions thereafter)
- Invoicing and administrative tasks
- Internal company meetings
- Employee development and training
- Correspondence via email, video chat or phone while the project is being completed
- File management

6. Late Payments

In the event payment is not made within 14 days, Blue Surge Marketing Agency will charge a late payment fee of 3% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs Blue Surge Marketing Agency pays for carrying overdue invoices from [Client.Company].

Blue Surge Marketing Agency reserves the right to stop work and reset project deadlines at their discretion until payment is received which can result in project delays.

7. Collection Costs

In the event that we incur legal fees, costs and disbursements in an effort to collect our invoices, in addition to interest on the unpaid balance, you agree to reimburse us for these expenses.

2. Surge Marketing Hub Software Terms

Billing for Surge Marketing Hub is recurs monthly, unless you select annual billing terms.

1. Phone & Text Messages

	Making Calls	Receiving Calls	Text Messages
You will pay	0.042/min	0.0255/min	0.0237/segment
\$10 will give you about	240 calls	390 calls	420 segments

2. Email Billing

	Email
You will pay	0.002/email
\$10 will give you about	5000 emails

Most Surge Marketing Hub clients use the two-way texting for meeting reminders and notifications. The average monthly cost is \$10, which is 66 to 300 texts per month. This is a reference point and may not represent your usage and costs.

You can find up to date information on phone, text, and email usage here:

<https://thebluesurge.freshdesk.com/support/solutions/articles/67000724289-what-is-the-cost-for-phone-calls-text-messages-and-emails-through-surge-marketing-hub->

3. Communication Policy

At Blue Surge Marketing Agency, we believe good communication is the bridge between confusion and clarity. As a professional organization, we understand the importance of open, clear and transparent communication in everything when it comes to working with our clients. We strive to make it as simple as possible and establish clear channels that allow us to share information, get updates and keep track of what's going on.

We do this through 4 main communication channels:

1. Slack (Live Chat)
2. Email
3. Phone/Virtual Meeting
4. In-Person Meeting

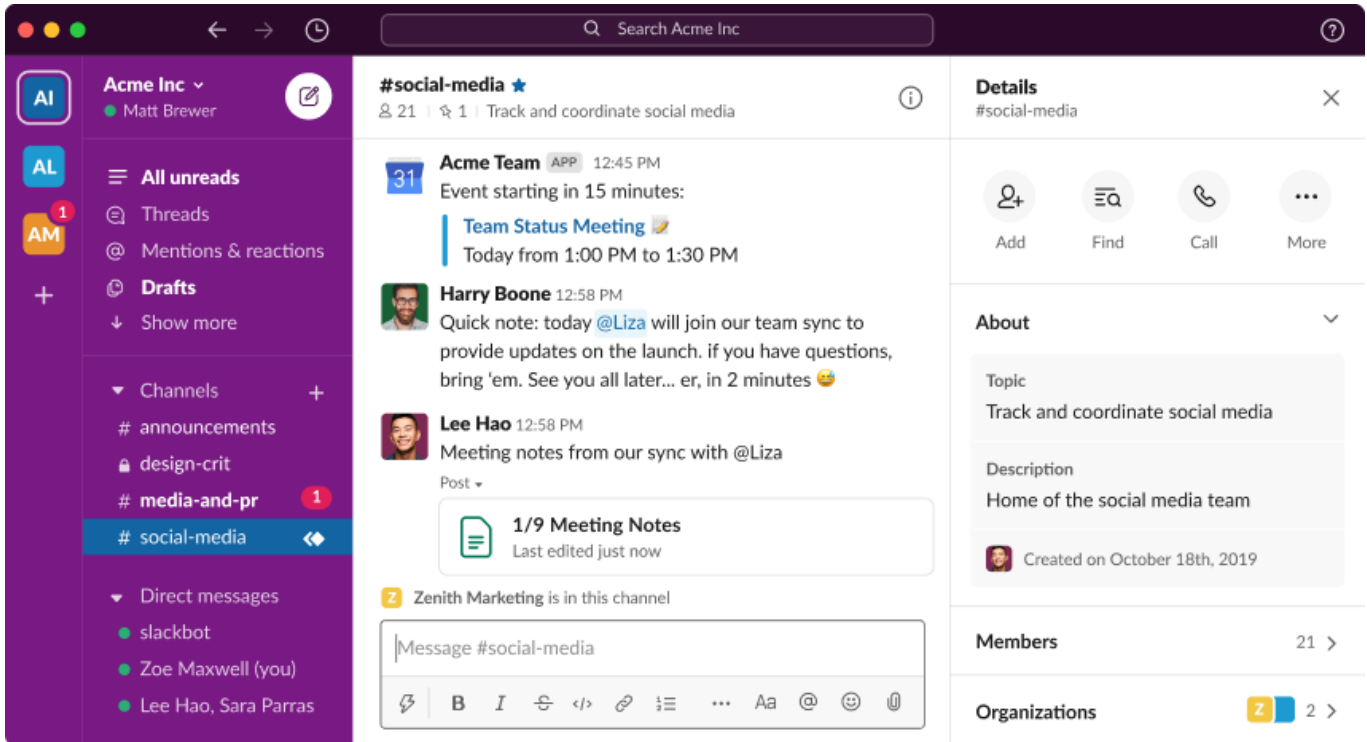
You agree that text messages (SMS) are not an appropriate communication method for your project unless given explicit and express approval.

1. Hours of Operation

Our service hours for are generally 9:00 AM - 6:00 PM EST, Monday through Friday.

Hours are subject to change due to staffing availability, special events, inclement weather, etc.

2. Slack (Live Chat)



Enjoy nearly 24/7 live chat with our team through our Slack, an instant messaging app.

If you can text, you can use Slack.

Slack is a workplace messaging and collaboration platform that reduces email and inbox clutter. It is similar to Microsoft Teams and Google Chat. You can learn more about the [platform here](#).

As a client, you have access to your own personal dedicated Slack channel where you can communicate with our entire team as often as you'd like, whether its 12:00 PM or 3:00 AM.

Why Slack?

- You can send our team quick updates without having to write 'formal' emails.
- You can find the status of your projects more quickly with faster replies. Our typical email response time is 24 - 48 hours, but you'll find you can get answers within hours or even minutes on Slack thanks to our global support team.

- You can add other members of your team to collaborate with us to brainstorm more ideas.

Slack is available for free download in the Apple App Store, Google Play store, and for Windows and Mac on your PC.

3. Email

Our email address is support@thebluesurge.com.

All emails relating to questions about your project should all be directed to support@thebluesurge.com.

For sales and business development, you can reach us at hello@thebluesurge.com.

Response times are **24 - 48 hours**, but response times may be increased due to higher than expected ticket volume.

Emails are prioritized by the order your ticket was received and the level of urgency required.

4. Phone / Virtual Meetings

Phone calls and virtual meetings are great ways to reach us to ask questions about your project.

Please note: all phone calls and virtual meetings must be scheduled in advance.

Most questions can be handled in via live chat in Slack – we recommend reaching out in your Slack channel before escalating to a call.

5. In-Person Meetings

In-person meetings may be available upon request. You will be billed separately from project costs to cover travel costs.

We are located on Long Island, New York, so travel costs are based upon mileage, availability, etc.

4. Conditions

Prior to a contractual agreement, this proposal may be amended in consultation with the client, [Client.Company], at the discretion of Blue Surge Marketing Agency.

1. Services

We'll complete the services you've hired us for as outlined. You'll have opportunities to review work done before the project is launched so that you can provide feedback.

If, at any stage, you're not happy with the direction our work is taking, you will pay us in full for everything we've produced up to that point and then cancel this contract.

ERRORS

We can't guarantee that our work will be error-free (we're human!) 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.

2. Mutual Cooperation

We agree to use our best efforts to fulfill and exceed your expectation of the deliverables listed above. You agree to aid us in making available to us needed information pertaining to your project and cooperating with us in expediting the work.

3. Charges for Services Performed

Requests above and beyond those listed in the budget may be considered out-of-scope.

We understand that not all ideas are final, and you may want to change your mind before and during our work on your project. To accommodate you, we have included:

- **one (1) hour of complimentary out-of-scope development work for you at no charge.**

Additional requests (i.e., including but not limited to: adding new features, pages, plugins, graphic design work, etc.) that exceed your one hour of complimentary work are welcome and will be billed at our standard hourly rate. You will be made aware of out-of-scope changes. These charges will be added to the remaining balance and are due in full upon project completion. Learn more about [how we bill for out-of-scope work here](#).

Reactivating Dormant Projects

Projects that go dormant for longer than 30 days:

- **Will incur a fee to resume work at the rate of 20% of the final proposal price,** and
- be given a new proposed deadline at the discretion of Blue Surge Marketing Agency.

We will make several attempts to notify you or your team that your project is approaching the 30-day dormancy period to minimize the likelihood of you incurring any fees. Our goal is to get your project completed on time.

4. Cancellation of Plans

You have the right to modify, reject, cancel or stop any and all plans or work in process. However, you agree to reimburse us for all costs and expenses we incurred prior to your change in instructions, and which relate to non-cancellable commitments, and to defend, indemnify and hold us harmless for any liability relating to such action. We agree to use our best efforts to minimize such costs and expenses.

5. Responsibilities of Blue Surge Marketing Agency and [Client.Company]

1. Blue Surge Marketing Agency's Responsibility For Releases

We shall obtain releases, licenses, permits or other authorization to use testimonials, copyrighted materials, photographs, art work or any other property or rights belonging to third parties obtained by us for use in performing services for you (If applicable).

2. Your Responsibility For Releases

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.

When your final payment has cleared, copyright will be automatically assigned as follows: You'll own the visual elements we create for this project. We'll give you source files and finished files, and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images, and data you provided unless someone else owns them. We'll own the unique combination of these elements that constitutes a complete design, and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

3. Your Responsibility For Accuracy

You shall be responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

4. Your Responsibility For Providing Website Content

Over time our experience has shown us that the best websites are produced for the lowest cost for clients like you when these guidelines understood and are followed. You will play a huge role in the completion of the web design process.

Unless otherwise stated in writing, your company is responsible for providing all necessary content needed to complete the website project. Your company understands that failure to provide Blue Surge Marketing Agency with the content required to complete the website will inevitably result in delay of project completion and will not hold Blue Surge Marketing Agency liable for such delays.

Timeliness

Your company is solely responsible for the editorial, pictures, graphics, or video content of the material included on its website.

Your company will receive a content request form that will be used to submit content necessary for the website.

Your company understands that unless otherwise written, supplying content for the website is your responsibility. If you do not want to worry about content, you may request Content Writing and Creation services from Blue Surge Marketing Agency at any time.

Your company understands that content should be submitted in an organized and timely manner as outlined above.

Your company understands that missing or incomplete content submission may result in delays to your website completion.

6. Confidentiality

Blue Surge Marketing Agency acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Blue Surge Marketing Agency on behalf of [Client.Company] or disclosed by [Client.Company] to Blue Surge Marketing Agency. This excludes testimonials, case studies, reviews, PDFs, training videos, posts, or any attempt to showcase the work and non-proprietary or confidential digital assets of [Client.Company], unless other explicitly stated in writing.

7. Employee Hiring

Both parties agree that, throughout the term of this Agreement and any renewals of the term of this Agreement, and for a period of twelve (12) months after termination of this Agreement, neither party shall induce or attempt to persuade any employee, sub-agent, field agent, Independent Contractor or sales representative to terminate his or her employment or business relationship with the other party or accept competitive employment or an independent contractor or sub-agent position for any organization outside of either party, nor shall either party cause or permit its own employees and sub-agents to do any of the foregoing without the expressed, written consent of said party.

You agree to contact Godson Michel or the Project Manager directly for all additional project requests and not individual employees of Blue Surge Marketing Agency.

8. Term and Termination

1. Period of Agreement And Notice of Termination

This Agreement shall become effective immediately and shall continue until terminated by either party upon not less than 30 days notice in writing given by either party to the other.

2. Termination For Cause

Either party to this Agreement may terminate the Agreement if the other party defaults in the performance of any of its material duties and obligations and the default is not cured within thirty (30) days of the receipt of notice of said default, or if the default is not reasonably curable within said period of time, unless the defaulting party commences cure within said period of time and diligently proceeds to cure the default.

In addition, either party may immediately terminate this Agreement by giving written notice to the other party if the other party is insolvent or has a petition brought by or against it under the insolvency laws of any jurisdiction, if the other party makes an assignment for the benefit of creditors, if a trustee, or similar agent is appointed with respect to any property or business of the other party, or in the case of the Client, if the Client materially breaches its obligations to make payment pursuant to this Agreement.

3. Payment For Non-Cancellable Materials

Any non-cancellable materials, services, etc., we have properly committed ourselves to purchase for your account, (either specifically or as part of a plan such as modules, photography and/or external services) shall be paid for by you, in accordance with the provisions of this Agreement. We agree to use our best efforts to minimize such liabilities immediately upon written notification from you. We will provide written proof, upon request of the [Client.Company] that any such materials and services, are non-cancellable.

4. Materials Unpaid For

If upon termination there exist any materials furnished by us or any services performed by us for which you have not paid us in full, until such time as you have paid us in full you agree not to use any such materials, in whole or in part, or the product of such services.

5. Transfer of Materials

Upon termination of this agreement, provided that there is no outstanding indebtedness then owing by [Client.Company] to Blue Surge Marketing Agency, Blue Surge Marketing Agency shall transfer, assign and make available to [Client.Company] all property and materials in its possession or control belonging to [Client.Company]. [Client.Company] agrees to pay for all costs associated with the transfer of materials.

9. General Provisions

1. Governing Law

This Agreement shall be governed and construed in accordance with the laws of Suffolk County and New York State.

2. Representations and Warranties

The parties each individually represent and warrant that each has full power and authority to enter into this Agreement and to perform all of their obligations hereunder without violating the legal or equitable rights of any third party.

3. Entire Agreement

Except as otherwise set forth or referred to in this Agreement, this Agreement constitutes the sole and entire Agreement and understanding between the parties hereto as to the subject matter hereof, and supersedes all prior discussions, agreements and understandings of every kind and nature between them as to such subject matter.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. In such instance, this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement, and the remaining provisions of this Agreement.

Agreement will remain in full force and effect.