

# Jennifer Anthony Consulting

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## CONTRACT AGREEMENT

This agreement [hereafter referred to as "Agreement"] dated \_\_\_\_\_ is between \_\_\_\_\_ [hereafter referred to as "Client"] and Jennifer Anthony Consulting [hereafter referred to as "Contractor"]. The client and contractor agree to the following:

### 1. TERM

This agreement will begin on \_\_\_\_\_ and will expire on \_\_\_\_\_, after which time the client may choose to renew its agreement with Jennifer Anthony Consulting. The contractor agrees to completion of agreed upon work by the expiration date indicated, unless otherwise arranged with the client. This contract may end before the indicated expiration date if work is completed ahead of schedule. This contract may be prematurely terminated with a request in writing by either party with 14-days notice. The client will be responsible to pay for any work completed by the contractor prior to the last day of the agreement.

### 2. CLIENT PROVIDED INFORMATION AND REVIEW

The client understands that the performance of the contractor may be dependent upon 1) timely submission of information, including but not limited to: written content; photos; and marketing materials (brochures, pamphlets, etc.), specified by the contractor as necessary for contractor to perform work, and 2) periodic reviews by client of the work specified, including but not limited to the proofing process. Furthermore, the client shall not provide any information that is copyrighted or trademarked for which client does not hold the copyright or trademark and/or which client does not have written permission to use. The client shall provide the contractor with evidence of any such written permission upon request. The contractor retains the right to stop work without penalty in the event that the client fails to provide such evidence upon written request.

### 3. DELAYS

The contractor understands that timely performance of agreed upon work may be critical to the client's business operations. The client understands that the contractor may require project content, information and/or review to continue the agreed upon work. The contractor retains the right to terminate this agreement in writing in the event that the client fails to provide necessary content, information and/or review within 30 days of written request from the contractor. The client and contractor may negotiate extensions on the agreement as appropriate. In the event that this agreement between the contractor and client is terminated, the contractor will provide all workflow created until that point upon the receipt of payment for the balance of the client's account. The balance of account will include only work that has been performed by the contractor, and will not include estimates of work not yet performed.

### 4. PAYMENT

Client shall pay invoices within 30 days of receipt of invoice. In the event of agreement termination, the contractor agrees to provide an invoice or statement of account to the client within 10 days.

### 5. CONFIDENTIALITY AND OWNERSHIP

The contractor shall respect and hold in confidence all client confidential, proprietary, trade secret information and materials. Except for proprietary, confidential or copyrighted information provided by the client, the contractor shall retain the exclusive right, ownership and control of all materials prepared by contractor for which contractor has copyright protection under U.S. copyright law. Such materials may include original or stock photography purchased by the contractor during the course of workflow. Ownership does not apply to any document, product or information for which ownership instruction is specifically indicated in writing on work agreement. It is expressly understood by and between the contractor and client that the client shall receive the original copy of the final digital product file, and that the contractor may keep a copy of the file for his/her archives and portfolio upon the consent of the client.

### 6. RETURN OF MATERIALS

The contractor agrees that upon termination of this agreement the contractor will, within 10 days, return to the client all confidential information, client data, client copyrighted material.

## 7. HOLD HARMLESS

Each party agrees to hold the other harmless from and against any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this agreement by the other party. Client and contractor will give each other prompt and reasonable notice of any claim made or actions instituted which in any way directly or indirectly affects or may affect each other, and each party shall have the right to investigate, compromise, and defend the same to the extent of its own interests. Each party shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of their own selection.

## 8. RELATIONSHIP OF PARTIES

The contractor is an independent contractor of the client. Nothing in this agreement shall be construed as creating an employer-employee relationship or as a guarantee of future employment or engagement. The contractor further agrees to be responsible for all of the contractor's federal and state taxes, withholding, social security, insurance, and other benefits.

## 9. OTHER ACTIVITIES

The contractor is free to engage in other independent contracting activities, provided that contractor does not engage in any such activities which are inconsistent with or in conflict with any provisions herein, or that occupy the contractor's attention as to interfere with the proper and efficient performance of contractor's services to client. Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee at the client to terminate his/her employment and work for contractor or any other person.

## 10. DEFAULT OF PAYMENT OR SERVICE

The parties agree that, in the event of payment default by the client or service default by the contractor, the other party shall be entitled to pursue legal action as available under the law. The parties agree that situations for which the terms of this agreement have been followed will be settled directly between the contractor and client.

## 11. MISCELLANEOUS

**Laws of Missouri Govern** - This agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Missouri.

**Entire Agreement** - This agreement contains the agreement and understanding between the parties and supersedes any oral agreements.

**Amendment** - This agreement may be amended only in writing signed by the contractor and by an authorized representative of the client.

**Construction** - The headings and captions of this agreement are provided for convenience only and are intended to have no effect in construing or interpreting this agreement. The language in all parts of this agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party.

**Attorneys' Fees** - Should either party resort to legal proceedings in connection with this agreement, each party shall be responsible for its own attorney's fees unless otherwise determined by the court.

**Notices** - Notices to the contractor or client shall be in writing and delivered or sent by U.S. mail, postage prepaid, addressed to:

Contractor  
Jennifer Anthony Consulting  
714 SW 36<sup>th</sup> Street Terrace  
Blue Springs, MO 64015

Client  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or sent via electronic mail to:

Contractor  
jenn\_anthony@comcast.net

Client  
\_\_\_\_\_

CONTRACTOR  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print \_\_\_\_\_

CLIENT  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Print \_\_\_\_\_