

## **Pay Per Click Services Agreement**

This pay per click services agreement represents the complete agreement and understanding between LocalWebAgent.com (aka Jason VanTrees hereinafter called Agent) and the account holder (hereinafter called Client) and will stand good to any prior written or oral agreements. It is LocalWebAgent.com's desire to delight the client with front page search engine advertising to help increase the client's online presence. The following are the terms of our agreement.

**Authorization:** The Client is engaging the Agent as an independent contractor for the purpose of helping set up, configure, and explain Pay Per Click advertising (hereinafter referred to as PPC) for the Client. This agreement shall not render the Agent an employee, partner, or joint venturer with the Company for any purpose. The Agent will remain and is an independent contractor in his relationship to the Company. The Company shall not be held responsible for withholding taxes with respect to the Agent's compensation listed here. The Agent agrees to make no claim to the Company for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, or employment benefits of any kind.

The Client hereby authorizes the Agent to sign up with and access PPC service providers for the Client. The Client agrees to provide the Agent with full access to the Client's account, and any other programs and accounts needed for the PPC that are included as part of the Client's service agreement. The Client also authorizes the Agent to submit the complete PPC to the World Wide Web. The Client also authorizes the Agent to reserve the right to use outsourcing and assign subcontractors to complete tasks as needed.

**Development:** The Agent will include, but not be limited to, the following elements for the Client within the PPC help: Setting up PPC account(s) for the Client. Keyword research for up to 50 relevant keywords to build PPC campaigns on. Produce campaigns and ad copy for selected keywords. Set monthly and daily budgets within the Client's budget requests. Optimize initial ad placement. Produce additional ad copy, at the Agent's discretion and as sees fit, for split testing on ad groups. Make reasonable efforts to explain, coach, and/or show Client and/or Client's marketing representative the process to run the established PPC account(s). Agent will allow the maximum amount of time of three (3) hours to perform the total development for the set price in this agreement for the initial PPC setup, explanation, and coaching. An additional two (2) hours maximum time will be allowed for each additional PPC provider setup, explanation, and coaching. If the Client needs or request additional time above the maximum set limits, the rate will fall into the Agent's hourly rate of sixty dollars (\$60) billed in fifteen (15) minute increments.

**THE AGENT WILL MAKE REASONABLE EFFORTS TO DESIGN AND EXPLAIN ALL ASPECTS OF THE PPC FOR THE BEST PERFORMANCE. AGENT DOES NOT WARRANT THE PPC RESULTS IN ANYWAY.**

**PPC Service Plan:** The Client will supply the Agent with keywords and keyword ideas pertaining to the Client's services and/or products, in word or text form to use in the PPC via email or portable data storage. Notwithstanding any prices listed in literature or on Web pages, the Client and Agent agree

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that the services described in this agreement shall be completed for the set price of Three Hundred Dollars (\$300) for the initial PPC program sponsor setup explanation, and coaching. If the Client wants more than the initial PPC program sponsor setup, a fee of one hundred and twenty five dollars (\$125) will be the set fee for each additional program sponsor setup, explanation, and coaching.

In the case that the Client wants additional services for the PPC not listed within this contract, the Client can request more or additional services with the "Additional PPC Service Request" form located on the Agent's website at localwebagent.com. The completed Additional PPC Service Request form will only be honored when signed by both the Client and Agent.

**Copyrights and Trademarks:** The Client unconditionally guarantees that all materials, including but not limited to, text, images, graphics, logos, trademarks, copyrighted, or other art work furnished to the Agent for the PPC are owned by the Client or the Client has permission from the material owner(s) and will hold harmless, protect, indemnify and defend the Agent and it's subcontractors from any liability including attorney fees, court cost, any claim or suit, threatened or actual, arising from the use of such elements provided by or approved by the Client.

**PPC Advertising Cost:** The Client understands that any and all fees such as, but not limited to, cost per click (CPC), cost per impression (CPI), or cost per view (CPV) of all PPC services are not included in this contract and that the Client understands that it is solely responsible for any cost, charge, and/or credit not stated as included in this contract. This includes, but not limited to, the cost, charges, and credits from the PPC programs or any other third party programs or services. The Client also understands that such programs and services require separate contracts and fees. The Client agrees to select and use PPC services which allows the Agent full access to Client's accounts via login information for updating and correcting data.

**Completion Date:** The Client and the Agent must work together in conjunction to complete the PPC project in a timely manner. We agree to work expeditiously to complete the Project within thirty (30) days after the Client has paid the deposit and supplied or reviewed all necessary materials for the PPC project. If the Client does not supply or agree with complete text and graphics content for this PPC project within sixty (60) days of the effective date of this agreement, the entire deposit amount of the agreement shall be retained by the Agent as liquidated damages and the agreement shall become null and void. It is at the Agent's discretion to extend additional time if pass sixty (60) days unless canceled in writing prior to the sixty (60) day grace period.

**PPC Project Delivery:** Once the completed PPC data is reviewed and ready to be placed in live status for viewing, final payment will be due before all Campaigns run live on the World Wide Web. The Agent will help make sure the Client understands how to monitor, add and run the Client's PPC if needed. The Client understands that they are solely responsible for any type of PPC charges such as, but not limited to, monthly and daily advertising cost and fees.

**Legal:** Agent does not warrant that the functions contained in the PPC or it's campaigns will meet the Client's requirements or that the operation of the campaigns of the PPC project will be interrupted or error-free. The entire risk as to the quality and performance of the PPC accounts is with Client.

IN NO EVENT WILL AGENT OR ITS SUBCONTRACTORS BE LIABLE TO THE CLIENT OR ANY THIRD PARTY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THESE PPC PROGRAMS EVEN IF AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Electronic Commerce Laws: The Client agrees that the Client is solely responsible for complying with any taxes, laws, and tariffs applicable in any way to the PPC project or any other services contemplated herein, and will hold harmless, defend and protect the Agent and it's subcontractors from any type of suit, claim, tax, penalty, fine or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such taxes, laws and tariffs.

Payment of Fees: Payments based on the terms of this agreement must be paid promptly. The Agent reserves the right to remove any PPC from viewing on the Internet until final payment is made. Delinquent moneys owed will be assessed a \$20 charge if payments are not received within 15 days of the due date. If the amount remains delinquent 35 days after its due date, an additional five percent (5%) penalty will be added for each month of delinquency. In case of collection proves necessary, the Client agrees to pay all fees (including all court cost and attorney's fees) incurred by that process. The Client agrees that for the purposes of venue, this agreement contract was entered into in Mercer County, Ohio.

Payment Schedule: Payment for services by the Agent shall be made in accordance with the conditions of this agreement contract. The Client agrees to pay the Agent an initial, non-refundable deposit of one hundred dollars (\$100) of the three hundred dollar (\$300) initial PPC services cost. The remaining balance due must be paid immediately upon completion of services rendered as stated in this contract. Any additional services agreed upon for this Project outside of, or in addition to, this agreement will be due upon request for services unless otherwise stated and signed in writing by the Client and Agent.

Exclusive Remedies: Client's exclusive remedies for all damages, losses and causes of action whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which Client paid during the term of this agreement contract and reasonable attorney's fees and court costs.

This Agreement Contract: This agreement contract constitutes the sole agreement between the Agent and the Client regarding this PPC project. This agreement contract constitutes the entire understanding of both parties. Any modifications or changes thereto must be authorized in writing and signed by both parties.

This agreement begins with an initial payment of one hundred dollars (\$100) and this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_  
Agent  
\_\_\_\_\_

Business Name  
\_\_\_\_\_

By:

By:

Title:

Title: