



golden proportions marketing

GoldenProportions.com

project agreement

Client Name:

Date:

MARKETING PLAN DEVELOPMENT-- ~~\$1,000~~ Promotion \$500, Valid thru 10/31/16

- Review of:
 - Practice history
 - Practice philosophy
 - CE background
 - Practice benchmark statistics
 - Lead conversion and case presentation procedures
 - Marketing wants and needs
 - Marketing goals
 - Budget allocation
- Demographic analysis of top 5 patient zip codes
- Online competitive evaluation
- Evaluation of current/past practice marketing and ROI
- Evaluation of practice website, local listings and social media efforts
- Initial media research to determine best external marketing opportunities
- All data will be incorporated into a practice marketing plan complete with detailed recommendations for internal, external and web/digital marketing.
- Phased execution calendar with recommended strategies

PAYMENT PLAN:

- One (1) payment of \$500 to be billed to payment option listed below

CLIENT PAYMENT AUTHORIZATION (Please Print)

Company Name

Doctor's Name

Address

City

State

Zip

I hereby authorize Golden Proportions Marketing to charge the payment plan of my contract and any additional amounts incurred as a result of shipping/handling, labor, artwork, or any additional services requested for completion of the jobs, to be billed to my payment of choice below. Invoices and authorizations that include external vendor fees such as, but not limited to,

printing, mail lists, media and rebilling of postage will incur a 3% fee for Visa & MasterCard and 4% for AMEX credit card payments only.

This additional charge can be avoided by paying with the ACH check option.

Please Print All Information. Scan and Email or Fax to 570-742-5657

ACH CHECK PAYMENT OPTION

Routing Number

Account Number

Authorized Signature

CREDIT CARD PAYMENT

Card Type: **Visa** **Mastercard** **Discover** **American Express**

Name as it Appears on Card

Account Number

Security Code

Expiration Date

Signature of Cardholder

I. TERMS OF PAYMENT

- A. By signing below, you authorize GPM to initiate work as described above. You agree to assume final responsibility to vendors. Should the parameters of the project change, a new authorization will be submitted for client approval.
- B. The parties to this agreement agree that faxed or electronic signatures shall have the same force and effect as if they were original signatures.
- C. Any hourly fees outlined in this contract may be subject to an annual increase at the new hourly rate and does not require authorization from the client via a new contract.
- D. Revisions exceeding the amount specified in the authorization are subject to a fee of \$135/hour.

- E. Authorization does not include costs for printing or production, travel, makeup artists, shipping, media, or applicable taxes unless noted otherwise.
- F. Invoices and authorizations that include external vendor fees such as, but not limited to, printing, mail lists, media and rebilling of postage will incur a 3% fee for credit card payments. This additional charge can be avoided by paying via check.
- G. Invoices that are 30 days or more past due are subject to an APR of 18%, retroactive to the due date of the original invoice.
- H. All fees paid to GPM are deemed earned at time of payment and are therefore non-refundable. If fees related to a contracted project remain unused after six months, they will be credited towards future GPM creative services based on the fees for the project at the time of the new authorization. Time accrued on any uncompleted project will be subtracted from the available credit total at a rate of \$135 per hour. Credits may not be used towards any external services such as printing or media and must be used within six months of issuance.
- I. Time is of the essence of this agreement. Work delayed by client and not completed after eight months from project initiation may be subject to the difference in cost for said project at the new fees or our current hourly rate.
- J. In the event GPM shall be successful in any suit for non-payment, GPM shall be entitled to recover reasonable legal costs and expenses for bringing and maintaining this suit as a part of damages.
- K. The interpretation and enforcement of this Agreement shall be governed by the substantive laws of the Commonwealth of Pennsylvania and the parties hereby consent to jurisdiction in the federal or state courts in the Commonwealth of Pennsylvania.

II. PROPERTY RIGHTS

- A. Title to the intellectual property in marketing, and other property utilized in the project remain the sole property of GPM until the project is completed and final payment has been received.
- B. GPM reserves the right to retain any creative materials solely developed by Consultant, which are not related in their entirety to the work performed by GPM under this Agreement.
- C. GPM reserves the right to display, exhibit and distribute samples of work created for client in efforts of agency promotion.
- D. Except, as specifically set forth in this Section, all the rights and liabilities of parties arising out of this Contract shall cease on the date of termination hereof.

III. CLIENT RESPONSIBILITIES

- A. State board regulations vary in use and interpretation. Please check with your regulatory organization regarding compliance as GPM cannot be held responsible for possible infractions.
- B. Clients are responsible for informing their team of the use of call recording services for any products that include call tracking and recording services (SEM, PPC, Adwords, Direct Mail and/or Advertising).
- C. Clients who provide access to their recorded calls to team members, consultants or third parties assume liability for any possible HIPAA violations on behalf of those individuals.
- D. Items sold through GPM are not trademarked on behalf of the client and GPM cannot be held responsible for possible infractions.

Client Signature

Authorized Agency Signature

Date