



Signature **PROFIT SYSTEM**

Signature Profit System Order Insertion

Order Date:
Company/Client Name:
Client Primary Contact Name:
Client Email:
Client Phone Number:
URL's:
iTech Valet Contact Name: **Gerek Allen**
iTech Valet Contact Email: **gerek@itechvalet.com**

SIGNATURE PROFIT SYSTEM PLANS

Signature Profit System LITE - \$99/mo

1. Proprietary Appointment Booking Funnel
2. Lightning-Fast SEO-Friendly Website
3. Google My Business Profile Audit & Optimization
4. Website Hosting & Tech Support Included
5. Done For You White Glove Service
6. **One-time \$500 Setup Fee**

Signature Profit System GOLD - \$597/mo

1. Proprietary Appointment Booking Funnel
2. Lightning-Fast SEO-Friendly Website
3. Google My Business Profile Audit & Optimization
4. Website Hosting & Tech Support Included
5. Done For You White Glove Service
6. **Client Nurturing Service**
7. **5-Star Review Acquisitions**
8. **Business Directory Listings**
9. **Monthly Report Card**
10. **50% OFF Hourly Work Rate (Now only \$100/hr)**
11. **One-time \$2000 Setup Fee**

Signature Profit System PLATINUM - \$1797/mo

1. Proprietary Appointment Booking Funnel
2. Lightning-Fast SEO-Friendly Website
3. Google My Business Profile Audit & Optimization
4. Website Hosting & Tech Support Included
5. Done For You White Glove Service
6. Client Nurturing Service
7. 5-Star Review Acquisitions
8. Business Directory Listings
9. Monthly Report Card
10. 50% OFF Hourly Work Rate (Now only \$100/hr)
11. **Localized Content Marketing (1 long-form blog post per week)**
12. **Targeted Keyword Research**
13. **1-year Content Marketing Calendar**
14. **One-time \$2500 Setup Fee**

*** IMPORTANT - Each plan above is for 1 website and 1 location. If you have 1 website with multiple practices, or multiple websites with multiple practices, you will get a custom price plan tailored to your situation. Certain services are priced out per location.**

All plans have a timeline of 2-3 weeks for implementation of the system components once the deposit is paid and contract is signed, unless otherwise specified. See 'Understanding Deadlines' for more information.

IMPORTANT DETAILS:

Each package requires a 12-month contract and becomes month-to-month thereafter. The setup fee is charged immediately. The contract begins when the first monthly payment is made, typically 14 days after the setup fee is collected. Every package includes website hosting provided by iTech Valet for \$99 per month. For the GOLD and PLATINUM packages, the first 1000 leads in your CRM (Active Campaign) are included. Your monthly service fee increases by \$100 for leads 1001-5000. If your leads exceed 5000, we will create a custom plan for you. We have measures in place to remove unengaged leads to keep your lead count as low as possible.

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CHANGING OR CANCELLING PACKAGES

You can change your plan at any time and the new rate will start at the next billing cycle. There will be no prorated or refunded charges for the monthly service. Upgrading to a higher plan reduces the setup fee you've already paid. If you downgrade your plan, there are no refunds on the setup fee and you may lose certain services. All plans have a 12-month contract but you can cancel early by paying 90% of the remaining balance, due in full at cancellation.

All Signature Profit System plans include hosting for \$99/month, which is necessary for your website to be live. If you cancel but want to keep your website live, you'll be switched to the SPS Lite plan at the same cost as monthly hosting. If you want to cancel completely, you'll need to find a new hosting platform and you may incur additional costs and tech support.

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PAYMENT TERMS:

Payments will be processed online with a credit card, unless both parties agree otherwise. Alternatively, payments can be made by check or bank wire transfer. Once iTech Valet receives cleared funds, the order will be processed and the payment will be considered final.

- Wire Transfers
 - Bank: US Bank; 19240 Goldenwest St, Huntington Beach, CA 92648, United States
 - Acct Number: 157519591349 ; Routing Number: 122235821
- Make checks payable to 621 Enterprises.
 - Mail to: 621 Enterprises, 16835 Algonquin St #155, Huntington Beach, CA 92649

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CLIENT RESPONSIBILITIES

PROVIDE CREATIVE ASSETS

Videos - iTech Valet does not create any videos of any kind. Any videos needed/requested for any website or funnel is the responsibility of the Client to provide to iTech Valet. Videos need to be available via YouTube, Vimeo, Wistia, HTML5, or Custom Embed.

Creative Assets - If applicable, any services or physical product images, lifestyle images, usage images, etc are the sole responsibility of the Client to provide to iTech Valet, unless otherwise notated in the Order Insert.

Logos - Client is responsible for providing project logo for website and/or sales funnel(s), unless otherwise notated in the Order Insert.

Other Digital Assets - Any and all other specific images, documents, etc that would be needed for the website and/or sales funnel(s), and could only come from the Client, will be needed as soon as possible once the project has started, unless otherwise notated in the Order Insert.

OTHER RESPONSIBILITIES

Open Communication - The best way to get exactly what you want is to have communication for anything and everything. iTech Valet will never understand your business or your project as well as you will, but we will do our best to give you the best finished product we can. Any feedback, ideas, suggestions need to be sent to us during the development process. The more feedback we get, the better the end result will be.

Understanding Deadlines - In the creative process, ideas and concepts sometimes change during the development process. The agreed upon deadline can only be reached if the agreed upon work doesn't change. Asking for too many design changes and/or sales copy changes, or adding more elements to the project than what was originally agreed upon can significantly delay the deadline. iTech Valet will always communicate with the client about what the changes may do to the deadline, and if the changes will result in additional charges to the project.

INITIALS: _____

TERMS & CONDITIONS

TERMS OF THE AGREEMENT

In consideration of the foregoing and the mutual promises contained herein, iTech Valet and Client agree as follows:

- 1. Engagement of and Payment to iTech Valet.** Client hereby agrees to engage and pay iTech Valet for the services to be provided as set forth in this Order Insertion. All payment shall be due and payable within 5 days of the date of iTech Valet' invoice.
- 2. Property Rights.** Upon final payment of the Services, ownership of the completed assembled website including website design, graphics, text, and the html source code (if applicable), shall be transferred to Client. Rights to stock photographs, other source codes and computer programs are specifically not transferred to Client, and remain the property of their respective owners.
- 3. Warranties and Representations.** Client acknowledges and agrees that iTech Valet has no control of changing external economic and social factors that can affect Client's business, and that any of the services and products that iTech Valet provides cannot and will not guarantee that Client's sales, revenue, income, or business activity will increase. Client further acknowledges and agrees that iTech Valet has made no representations or guarantees that any Services provided by iTech Valet will improve Client's ranking or placement on any internet search engine.
- 4. Start and Completion of Services.** Client acknowledges that iTech Valet' start and completion of the Services are dependent upon Client providing materials including but not limited to text, images, videos, and any special input and instructions regarding said content, (collectively, "Content"), including timely approvals from Client. Client agrees to provide iTech Valet with all Content needed to complete the Services within thirty (30) days of any request from iTech Valet. Any delay by Client will affect the completion of the Services. In the event that Client does not timely provide iTech Valet with the requested Content, Client agrees that iTech Valet may use filler content of iTech Valet' choosing to complete the Services. In the event of any such delay by Client, Client agrees to be responsible for iTech Valet' fees and any additional costs incurred for any additional work required to be done by iTech Valet. All additional work necessitated by Client's delay shall be billed at the rate of \$200 per hour or an agreed upon rate between iTech Valet and Client. Client acknowledges that iTech Valet is not responsible and agrees to hold iTech Valet harmless for any delays or damages resulting from Client's failure to make such submissions in a timely manner.
- 5. Meetings and Approvals.** Client agrees to meet with iTech Valet as required by iTech Valet until the project is completed. Milestone approvals and sign-offs must be responded to within dates specified by iTech Valet. A non-response by Client to a requested approval or sign-off shall constitute that milestone or sign-off is approved by Client.
- 6. Changes/Additions to Agreed upon Services.** In the event Client wishes to make changes to any work by iTech Valet that has already been approved and accepted by Client including, but not limited to, design, graphics, text, layout of a site, SEO or campaign strategy, or, if in the opinion of iTech Valet, any item of work requested by Client is not within the scope of agreed upon services, Clients agrees to pay iTech Valet an hourly rate of \$200 or an agreed upon rate between iTech Valet and Client, in addition to any costs incurred by iTech Valet.
- 7. Electronic Commerce.** Client understands and acknowledges that from time to time, that State, Federal, and local laws and regulations may change, to include taxes, assessments, tariffs and levies

which pertain to internet electric commerce. Client agrees that Client is solely responsible for compliance with any and all laws and regulations and is responsible for all taxes, assessments, tariffs, and levies.

8. **Assignment of Project.** iTech Valet reserves the right to assign subcontractors to this project. At the sole discretion of iTech Valet, work produced by subcontractors shall be protected under signed confidentiality agreements and shall remain the property of iTech Valet.
9. **Conditions Affecting Performance.** Certain conditions beyond the control of iTech Valet may affect iTech Valet' ability to perform obligations provided for under this Agreement. These conditions may include, but are not limited to, labor shortages, internet outages, change in supported technologies, Acts of Nature or circumstances or causes beyond the control of iTech Valet. iTech Valet shall not be liable for and Client agrees to hold iTech Valet harmless for any delays, cancellations, or terminations that result in damages of any kind to Client as the result of any such conditions or circumstances.
10. **Use of Clients Materials.** Should iTech Valet, upon Client's written request, verbal instruction or delivery of materials, utilize Client's materials which may include, but are not limited to, photographs, text, software, code, copyrighted material and/or materials that may be owned by third parties ("Client's Materials"), Client acknowledges and agrees that neither iTech Valet nor its employees, agents or anyone acting on its behalf have made any representation to Client regarding Client's entitlement to use Client's Materials. Client acknowledges and agrees that Client has relied on its own investigation to establish whether Client is entitled to use Client's Materials. Client agrees to defend, indemnify and hold iTech Valet, its employees, agents or anyone acting on its behalf harmless from any and all claims of any kind including, but not limited to, all lawsuits for damages, royalties, penalties, interest, legal fees, expert fees and court costs of any kind ("Claims") arising out of, related to, or alleged to arise out of or relate to any use of Client's Materials unless such Claims are due to iTech Valet' gross negligence or intentional misconduct.
11. **Discontinuation Of Services.** iTech Valet reserves the exclusive right to deny service to anyone that we believe to be using our services for illegal or unethical use, and further to discontinue service at any time for any reason. Client is solely responsible and liable for ethically and legally conducting business with all services provided by iTech Valet.
12. **Legal Disclaimers.** With respect to iTech Valet web design services, in the event that Client's industry of federal and state regulations requires specific legal and/or licensing disclaimers and/or the removal of specific content included within creative, it is the Client's sole and exclusive responsibility to provide iTech Valet with any content or disclaimer information that must be placed or removed within either iTech Valet or Client provided creatives. Further, Client is exclusively and solely responsible for maintaining any and all licensing requirement.
13. **No Hire of Employees/Subcontractors.** Client agrees that Client shall not solicit in an attempt to hire, hire or contract directly with any employee employed by iTech Valet nor any independent contractor who provides service for iTech Valet for the same or similar services provided by iTech Valet.
14. **Final Product Testing.** Client agrees that Client shall test the functionality of any website created by iTech Valet to ensure that it is working pursuant to the Client's needs before it is used for Client's business or other related purposes. If Client discovers that any website is not functioning properly, Client shall immediately notify iTech Valet in writing. Client agrees that if Client fails to test the functionality of any website and suffers damages as a result, Client shall hold iTech Valet harmless from any and all damages of any kind suffered by Client. iTech Valet is not responsible for site speed, but will make every reasonable effort to ensure optimum speed for the website and will test such speed with Client in the Final Testing phase.

15.Cancellation. By Entering into this agreement you agree to pay the investment for the term length of the agreement. All sales are final.

16.Mediation. Before any lawsuit is filed, the Parties to this Agreement must engage in a total of four (4) hours of mediation unless the Parties agree in writing otherwise. If the mediator cannot be agreed upon by the Parties, then each Party will select one mediator and those mediators shall agree upon one mediator to preside over the matter. The presiding mediator's fees shall be split equally between the Parties.

17.Arbitration. Any controversy or claim arising out of or relating to these Terms and Conditions, or breach thereof, and iTech Valet and/or Client contend that such controversy or claim is in violation of the conditions of these Terms and Conditions or was in violation of any express or implied condition, term or covenant of these Terms and Conditions, whether found in fact or in law, including but not limited to the covenant of good faith and fair dealing, or otherwise in violation of any Party's rights, iTech Valet and Client agree to the following:

- a. All parties shall submit any such matter to binding arbitration pursuant to the provisions of the Federal Arbitration Act, 9 USC 1 et seq., if applicable, or the provisions of Title 9 of Part III of the California Code of Civil Procedure, commencing at Section 1280 et seq., or any successor replacement statutes if Federal Arbitration Act does not apply to this agreement.
- b. If iTech Valet and/or Client are unable to agree upon an arbitrator, either party will obtain a list of arbitrators from the State or Federal Mediation and Conciliation Service. Client (first), iTech Valet (second) and then each party, starting with Client, will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. Arbitration proceedings shall be held in Orange County, California utilizing a location in Orange County convenient to the Client but that is not unreasonable to iTech Valet. The substantive law to be applied in such arbitration shall be the law of the State of California.
- c. All parties agree that such arbitration shall be the exclusive forum for any dispute arising out of this Agreement. If iTech Valet does not receive a written request for arbitration from Client within one year from the date of this executed Agreement, both parties agree they will have waived any right to raise any claim, in any form arising out of the termination of their engagement and this Agreement

18.Attorney's Fees, Costs, Venue and Governing Law. In the event any dispute arising between the Parties results in the filing of a lawsuit, the prevailing party, as determined by a Court of competent jurisdiction, shall be entitled to an award of its reasonable attorney's fees and taxable costs. Venue for all disputes related to or arising out of this Agreement is proper only in Orange County, California. This Agreement shall be governed by the laws of the State of California.

19.Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provisions shall be fully severable.

The individual executing the Order Insert and Terms and Conditions herein represent that they are duly authorized to sign, engage and bind Client to these Terms and Conditions.

The Order Insertion contract must be signed before order is processed.

INITIALS: _____

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

1. Confidentiality Obligations: iTech Valet acknowledges that it may have access to certain confidential information of the Client during the course of its engagement. iTech Valet agrees to maintain the strictest confidence and shall not disclose, transmit, or use the said confidential information for any purpose other than to perform the services outlined in any contract or agreement between iTech Valet and the Client.

2. Non-Disclosure: iTech Valet hereby agrees that it shall not disclose, directly or indirectly, any documentation, trade secrets, know-how, or any other confidential information regarding the Client to any third party without the prior written consent of the Client. This obligation shall remain in effect during the term of engagement and for a period of five (5) years thereafter.

Client Signature: _____

iTV Signature: _____

Client Name: _____

iTV Name: _____

Date: _____

Date: _____

