

Eagle Cross, Inc. Terms & Conditions

I have contracted Eagle Cross, Inc. d/b/a Venture Marketing to provide Marketing and Business Planning Services under the following Terms & Conditions:

I understand that Eagle Cross is an independent contractor legally able to be engaged to do such work, that the Terms & Conditions will be governed by the laws of the State of California. I further understand that although Eagle Cross offers professional Business Planning and Marketing advice, Eagle Cross cannot guarantee that I or my business will meet my or its marketing objectives.

I will pay all invoices when due and if I am not able to do so, I agree to pay finance charges on the uncollected balance due Eagle Cross at the current interest rate set by Eagle Cross not to exceed 1% per month.

Should I supply Eagle Cross with materials, I affirm that I am the full copyright owner of such materials or that I have obtained proper permission from the copyright owner(s) for use of such materials. I will indemnify Eagle Cross and hold Eagle Cross harmless against any claims of libel, copyright, or trademark infringement brought against Eagle Cross with respect to use of those materials.

Should I supply Eagle Cross with materials which I consider confidential to my business, I will mark all such materials as "Confidential." Eagle Cross will do its utmost to protect "confidential" materials in the same manner in which Eagle Cross protects its own confidential materials. I understand that this does not apply if Eagle Cross is aware of such materials prior to me supplying them, becomes aware of such materials from another third-party, or the materials become publicly available at some later date.

I authorize Eagle Cross to manage any third parties (e.g., researchers, designers, writers, publicists, etc.) necessary to fulfill the work that I am contracting them to do and I agree to reimburse Eagle Cross for their expenses plus their, then current, mark-up.

While I expect Eagle Cross to exert a good faith effort to prevent any loss to me resulting from failure of proper performance, Eagle Cross shall not be liable to me by reason of any default.

Should it be necessary, I understand that either of us must give 90-day notice of project cancellation.

Both parties agree not to recruit or hire the other's employees during the term of our work and for a period of twelve months following termination. Should this occur, compensation equal to the employee's annual compensation will be paid by the hiring party as liquidated damages. Further, I agree to not solicit, entice, or engage with Eagle Cross employees or its contractors outside of the contracted work without prior written permission by Eagle Cross, which may include a fair and reasonable compensation schedule.

I agree to not unnecessarily withhold authorization of publicity of our agreement or restrict Eagle Cross from using the materials created for me as examples of their work (for marketing purposes) as long as confidential elements have been removed.

I understand that upon payment, ownership of the completed and invoiced creative concepts and final approved output files (e.g., high-resolution PDFs, web-ready images) transfers to me for my intended use. Source files (e.g., native Adobe Illustrator, InDesign, Photoshop files), which constitute proprietary working documents and creative intellectual property, remain the property of Eagle Cross and are not included in standard project deliverables. Should I require source files, they may be released upon request for an additional licensing and archive retrieval fee, determined on a project-by-project basis. Eagle Cross will retain project files for a period of two years following project completion, after which they may be archived or securely deleted. Until such payment has been received by

Written from the client perspective

We chose to write our terms and conditions from the perspective of you, our client. We don't like the whole vendor-customer thing anyway, preferring that you see us as one of your executive staff members and trusted advisers. If something doesn't seem right sometime, just give us a call. Please, don't let us be the last to know.

Eagle Cross, Eagle Cross will remain full owner of the copyright and intellectual property rights embodied in such materials created by Eagle Cross on my behalf.

I understand that by paying invoices due Eagle Cross I agree with the above Terms & Conditions (cited in Eagle Cross invoices) and that these Terms may be modified by Eagle Cross at any time with or without notice.