

# BIG FISH CREATIONS

When you need to get noticed – swim upstream.



Internet Web Design • Marketing • Graphic Design • Copywriting • Multimedia Authoring • Music Composition

## CONFIDENTIAL

## LETTER OF AGREEMENT

September 10, 2015

Steve Habeck  
Feather River Rail Society  
700 Western Pacific Way  
Portola, Ca 96122

Dear Steve,

This letter of authorization when signed by both parties, shall be a valid and binding contract for retained services between Big Fish Creations and the Feather River Rail Society (the Client). This document outlines the scope of work Big Fish Creations will proceed with for creative, marketing, management and/or consultation services.

### OVERVIEW

This retainer covers a variety of professional services that Big Fish Creations may engage to assist the Client in accomplishing various marketing efforts. This letter of authorization serves as a contract for retained services rendered by Big Fish Creations outlining the terms and conditions of our involvement. Feather River Rail Society and Big Fish Creations will determine work orders to this contract which will outline scope of work, deadlines and budgets as needed.

### 1. SCOPE OF PROFESSIONAL SERVICES:

SCOPE OF PROFESSIONAL SERVICES INCLUDES, BUT NOT LIMITED TO:

- Research & Development
- Creative Direction
- Email Marketing
- Media Buying
- Account Management
- Copywriting
- Photography
- Public Relations
- Press Releases
- Graphic/Digital Design
- Social Branding via social media channels
- Content Creation
- Meetings
- Event Promotion

### 2. TERM:

The term of this Agreement shall commence on the date listed above and shall continue thereafter in full force and effect until cancellation by either party (see item #6). In addition, any price changes will be submitted in writing by Big Fish Creations for approval by the Client.

### 3. ADDITIONAL COSTS:

The compensation estimate (See Item #7) DOES NOT INCLUDE fees for domain hosting/registration, monthly storage and e-mail accounts. Outside costs such as supplies, additional photography, copy & printing services, long distance telephone, travel and shipping, court and/or legal fees, will be over and above the compensation amount and billed at net costs, per Client's approval.

### 4. INDEPENDENT CONTRACTORS:

Should Big Fish Creations elect to hire freelance employees, Big Fish Creations will be solely responsible to manage and direct contractor, and for any and all necessary fees, taxes and insurance incurred on their behalf.

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### 5. NO THIRD PARTY BENEFICIARY RIGHTS

This agreement is entered into for the sole benefit of the Client and Big Fish Creations and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement. Big Fish Creations is not obligated to reveal, review, train, or explain any business practices, methods, tools, intelligence, and platforms considered Trade Secrets to any Third Party.

### 6. CANCELLATION:

The Client and/or Big Fish Creations may request cancellation of this agreement, but must do so in writing within 30 days. Furthermore, upon cancellation, The Client is obligated to pay any unpaid design fees as "payoff" for this agreement. [See section 7] This contract for retained services may be modified or amended by mutual agreement in writing.

### 7. COMPENSATION:

Compensation for Big Fish Creations services (see section #3) hereunder shall be as follows:

**Retainer Compensation** .....\$ 1,200

Compensation for retained services is based upon approximately 10 hours (maximum) of combined services per month.

### 8. INVOICING:

Compensation will be invoiced at the end of each month. Scope of work is determined by Client and direction of Big Fish Creations with approval from Client to proceed as necessary. Invoiced services will be billed monthly along with a timesheet, and due net 10 days after day of invoice date, and will become overdue 30 days after invoice date whereupon interest will be charged at the rate of 1.5% per 30 days.

A signature below indicates that this contract is agreeable to both parties. Please return a signed copy of this contract to Big Fish Creations. To expedite commencement of proposed work, you may choose to send a copy via fax or email [info@bigfishcreations.com](mailto:info@bigfishcreations.com) to be followed by a signed hard copy sent by regular mail.

Very truly yours,

Michael K. Clawson  
Big Fish Creations

ACCEPTED AND AGREED:

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_