

LETTER OF AGREEMENT



Date: May 17, 2010

Client: Acme Widget Company

Description of Project:

Create one (1) direct mail package to generate sales leads for Acme Widget Company.

Services include:

- Meet with client by phone to discuss promotion and collect information.
- Write copy for each element of the direct mail package, including envelope, 4-page letter, 2-sided flyer insert, and reply card.
- Deliver first-draft copy in a Word format for review and client input.
- Provide up to two (2) rounds of copy changes.

Project Deadline:

Deliver first draft on or before May 31, 2010.

Total Project Fee: \$XXXX


Retainer due before start of project: \$XXXX

Balance upon delivery of final files: \$XXXX

Acme Widget Company
Carl Client

Direct Creative
Dean Rieck

Signed: _____

Signed: 

Address: 1234 Main Street, Suite 5
Central City, CA 91000

Address: 701 Lookout Ridge Drive
Westerville, OH 43082

I have read the terms and conditions below. Initial Here: _____

Terms and conditions:

1. The fee for this project is for the services outlined above. Extra research, meetings, and changes in the project beyond the estimate may be billed extra. Photo rights, courier services, FedEx, physical layouts, and other out-of-pocket costs are billed extra as needed.
2. Fees for print projects are payable 50% in advance with the balance due immediately upon delivery of final files. Radio production and select design fees are payable in advance. Results cannot be guaranteed. The fee for this project is NOT contingent upon response rates, number of sales, or any other specific result of this project. Fees are payable whether or not the copy, design, counsel, or other services are actually used. Fees must be paid in U.S. funds by check or Paypal (client must pay any PayPal fees).
3. If at any time the client terminates the project before its completion, for any reason, Direct Creative reserves the right to retain all or part of the advance fee paid by the client and to bill for time and expenses up to and including the termination date. If no retainer has been paid, work completed will be billed as a kill fee.
4. This contract is exclusively between Direct Creative and the client named above. The status or action of other parties has no bearing on this agreement.
5. Two (2) minor revisions are free, provided they are assigned within 20 days of receipt of copy/design and not based on changes in the assignment after the copy/design is submitted. This does not apply to radio ads or select design. Once the client has used the item(s) above, the project is closed to revisions.
6. The client is requested to provide 2 or 3 samples of each completed item after the project is complete.