



CLIENT NAME Service Agreement

The following is the general service agreement between the **Client Name** (“Client”) and **Good Good Work** (“we”, “us”, “our”). It covers our hourly rate, legal stipulations, and cultural agreements. This document sets expectations around how we work together on all future projects until the service agreement is terminated or amended. Specifics on what kind of work we will do together will come in the form of Statement of Work documents. In the event of a conflict between this document and the Statement of Work, the Statement of Work controls. Where the Statement of Work is silent, this document controls.

Rate

Hourly rate: \$n

Note: This hourly rate will apply unless modified by a Statement of Work.

Legal Parameters

Billing

The Client will be billed at the beginning of each month for all hours worked the previous month, unless otherwise noted in a Statement of Work. Invoices may be paid by bank transfer or check. Additional instructions will be added to invoices.

Fees

Unless otherwise indicated in a Statement of Work, additional work outside of any Statement of Work will be billed at the hourly rate. Client will be notified that this additional cost is applicable, prior to being incurred. If it becomes clear that the scope of the project has deviated materially from the Statement of Work, we will endeavor to issue a change order or an amended Statement of Work, setting forth the revised scope and fee. Both parties will be required to acknowledge and approve a change order or amended Statement of Work before we will begin.

Expenses

Client will be invoiced for all reimbursable expenses, such as third-party artwork or photos, copies, shipping, or vendor charges. Documentation evidencing such expenses will be provided upon request. If reimbursable expenses surpass estimates in Statement of Work document(s) by an additional \$110, notification of these expenses will be provided prior to being incurred.

Statements of Work

Unless otherwise indicated in a Statement of Work, this agreement will govern the terms of our relationship. Statements of Work, individually and altogether, are incorporated into this

agreement. In the event of a conflict between a Statement of Work and this agreement, the Statement of Work controls. In general, if there exists a conflict between any agreements forming the entirety our relationship, the more specific provision controls.

Content

Unless otherwise indicated, the Client will provide all written content and photographs. Good Good Work is not liable for misappropriated, infringing, or unlicensed content if delivered by the Client or any other third party, with the exception of our contributors, subcontractors, members, and other agents.

Payment Schedule

Good Good Work will invoice the Client in the first business week of each month for the amount equal to the number of hours worked the previous month at the hourly rate. Payment in full for each invoice is to be paid within 10 business days of the invoice delivery. After 30 days from receipt of each invoice for the work completed, a finance charge of 1.5% per month, compounded monthly, will be applied to all overdue balances. After 3 months Good Good Work reserves the right to escalate the situation.

Termination

Good Good Work and the Client reserve the right to terminate this agreement or any Statement of Work at any time with or without cause. If no cause exists, termination is effective on the ___ day following notice of termination; this is to provide ample time for an orderly wind down of our relationship. Termination for cause is effective immediately upon notice. In the event of termination prior to completion, we are entitled to payment for the total hours worked at the hourly rate plus any incurred expenses. In the event of termination of a fixed price agreement, we will be entitled to payment for a pro-rated amount of the fixed fee relative to the scope of work actually completed, plus expenses incurred.

In the event that termination is for cause, the party seeking to terminate the agreement will clearly set forth in writing the basis for cause termination. If we are the party to be terminated for cause, as unlikely as this is, we are entitled to be paid for all work satisfactorily performed as of the date of termination, plus incurred expenses. The terminating party must explain the basis for

believing any work is not satisfactory. We hope it never comes to this since we expect regular and open communication. Accordingly, we hope to have the chance to discuss any dissatisfaction and to have the chance to clear things up before any party feels the relationship is not salvageable.

Fees for Rush, Overtime and Delayed Work

Rush and overtime work will be charged at 140% of the hourly rate. Rush/overtime work is defined as any work that is associated with a project deadline that falls before the expected delivery date. It also may include work done outside of standard business hours due to a request for an accelerated project deadline or a delayed response from the Client (see Cultural Norms: Maintain professional boundaries below). Any additional fees (except reimbursable expenses) will also incur the same upcharge.

Rush/overtime work may be a result of the Client's delayed response time in relation to Client demanded deadlines. Rush/overtime work as a result of Good Good Work's delayed response time will not incur any additional expense.

Client will be notified that this additional cost is applicable, prior to being incurred.

Work Acceptance

For any deliverable outlined in a Statement of Work the Client is allowed 5 business days to inspect and provide feedback. After the inspection period deliverables will be assumed to be accepted by Client. If a deliverable does not meet the agreed upon criteria from a Statement of Work the Client must provide in writing a list detailing each failure to satisfy acceptance criteria and allow Good Good Work to attempt to satisfy those failures. Good Good Work will be entitled to cure deficient deliverables within 5 business days of receiving notice of deficiency or non-acceptance.

Reproduction of Work

Logo and branding elements developed for the Client may be reproduced by the Client without limit under a revocable license until such time as the logo and branding have been paid for in full, at which point the Client becomes the owner of logo and branding assets.

We retain the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of our business. This can include but is not limited to publicity on our website, blog and in the course of our marketing and business development. This includes, without limitation, the right to talk openly and candidly about all non-confidential aspects of work performed under this agreement and Statements of Work. Where applicable, the Client will be given any necessary credit for usage of the project elements.

Non-Exclusive

Good Good Works shall not be in any way limited in its ability to perform similar work for other clients, whether in different or similar industries, geographic areas or otherwise.

Indemnification

Since we can't control the actions of third parties, and we can only take responsibility for our own actions, each party to this agreement, on behalf of its agents, officers, directors, employees, affiliates and other representatives (the "Indemnifying Party"), agrees to indemnify the other party, its agents, officers, directors, employees, affiliates and other representatives (the "Indemnitee") from and against any and all claims arising from the negligent acts or omissions, or willful misconduct of the Indemnifying Party. In the event of such a claim, the Indemnitee will give prompt notice of a claim to the Indemnifying Party and the parties will coordinate defense in good faith.

Limitation of Liability

As much as the law will allow, neither party will be liable to the other for indirect, punitive, incidental, special, exemplary, or consequential damages, whether asserted on the basis of tort, contract, strict liability or otherwise, even if a party has been advised of the possibility.

Also as much as the law will allow, Good Good Works aggregate liability for claims asserted by the Client shall be limited to the total amount of fees paid under this agreement.

Warranty

Good Good Works warrants that its work will be performed with the standard of care of like professionals operating in a comparable trade or craft, and that it will be original or duly licensed and, therefore, free from claims of infringement. Except for the immediately preceding sentence, all work product will be provided on an “as-is” basis.

Good Good Works expressly disclaims all other implied warranties, including merchantability, fitness for a particular purpose, suitability or otherwise.

Integration

This agreement, each Statement of Work, and the “Working Together” rider, and any duly approved amendments thereto form the entirety and exclusive agreement between the parties. All other verbal or written agreements, unless acknowledged and agreed to by both parties in writing are excluded from the agreement and shall not create an enforceable obligation.

Governing Law

This agreement shall be governed by the substantive laws of the state of Colorado. In the unlikely event that disputes cannot be resolved, litigation shall only be brought in county or district court in Denver County, Colorado.

Dispute Resolution

The parties agree in good faith to strive to resolve any disputes amicably, expeditiously and confidentially. In the event that this proves infeasible, the parties agree to undertake a progressive dispute resolution approach. First, the parties will submit to non-binding mediation by a mutually agreeable impartial mediator. If mediation does not resolve the dispute, then the party aggrieved in the dispute will undertake to identify three impartial arbitrators and the non-aggrieved party will choose from among the panel of three arbitrators, the arbitrator who will hear and rule in a binding fashion on the dispute. The decision of the arbitrator will be rendered in writing and will be final and binding. The non-prevailing party in an arbitration will bear the cost and any legal fees borne by the prevailing party.

Cultural Norms

We believe that a project's success is equally dependent on the deliverables completed and the working relationship between us and our Clients. Experience shows us that most projects fail or flounder when the implicit isn't made explicit.

We also believe in a more holistic approach to work. Our values of empathy, respect, and trust are always integrated into working style. To that end, here are some cultural norms that we embody in every working agreement.

Additional cultural norms can be established at any time as needed.

Assume good intentions

Our work means a lot to us and your work means a lot to you, otherwise we wouldn't be doing it. We assume our Clients are telling us the truth, believe them when they speak, and expect that they have insights that we don't. It's also assumed that they're experts in their field. We expect our Clients to do the same for us.

Keep meetings to a minimum

Getting work done requires a lot of head-down-and-focus time on our part...meaning: alone time. We also know that meetings are expensive for our Clients. So how do we stay on the same page? We use collaborative tools and processes that let us track our progress outside the time/space of traditional meetings. When we do need to meet, we schedule a time at least 48 hours in advance and stay on-task with agendas and time mindfulness.

Maintain professional boundaries

As it turns out, our Clients are pretty great! We love to socialize and get to know them on a personal level. We're all about happy hours and hikes instead of dumping catch-up and hang-out time into meetings. One-on-one time shouldn't cost money. We also like to keep work inside standard US business hours (10:00-18:00 eastern time, Monday-Friday). If we get text messages

[see documentation]—or emails after hours—it's 99% likely we won't respond. But we'll certainly get back to you the next time we're in the office.

Respecting time

Because we're all busy, we make sure to check in with our Clients about our time and theirs. Sometimes that looks like us asking about "hard stops" for meeting times or setting time estimates to agenda items. It's also why we ask our Clients to let us know at least 24 hours in advance of a meeting time change.

Documentation

Sharing knowledge is important. And being able to capture and access those great ideas at any time is equally important. We ask our Clients to provide feedback and requests in email (or sometimes Slack or Trello) so that we can come back to them whenever we need.

Back and forth

In our working relationship, we'll have times when we need your feedback. Providing us this feedback in a timely manner allows us to meet our deadlines and demonstrates to us that you're committed to the work. On the flip side, not providing us feedback in good time creates a traffic jam for all of our other projects and Clients. If you don't think you will be able to meet these expectations, please let us know ahead of time so we can adjust our deadlines accordingly.

Your Cultural Norms

Please share any of your group's cultural norms that you'd like us to know about.

Acceptance

Katie Falkenberg

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| MEMBER-OWNER SIGNATURE | MEMBER-OWNER NAME | DATE |
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Drew Hornbein

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Thank you!

Thanks so much for your trust in Good Good Work. We can't wait to work with you. Please don't hesitate to reach out with any questions, we're always here to help!

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