



# The rules, my friends!

Terms & conditions





# Index

- 
1. Communications plan
  2. Production timelines
    - Design
    - Print
    - Copywriting
    - Web development
    - Email
    - Podcasts
    - Drip
    - TV / Film / Video production
    - Voiceover, Radio & Audio production
    - Social media
    - Swag
  3. Web development
  4. Search Engine Optimization (SEO)
  5. Pay-Per-Click Advertising
  6. Social media
  7. Billable hours / Hours of service
  8. What constitutes a design 'round'
  9. Design questionnaires
  10. What the client owns (and what they don't own)
  11. Payment agreement, terms
  12. Requirements for arbitration
- 
- 
- 

# 1. Communications plan

A communications plan will be established at the onset of each project or on-boarding of our new client. If not specifically established, this usually includes a set monthly meeting to discuss ongoing work, and one on one emails with your account manager!

Generally, we prefer a single point of contact on client end, and single point of contact on **zo**'s end, for all interactions pertaining to projects. This does not mean multiple individuals from all teams will not have access to each other. However, decisions will always be crafted between two single points of contact.

In all cases, this is your account manager and you the client.

Project rounds may be submitted for your review and approval by the project manager, for a project already underway. The project manager can take feedback and keep a project moving forward. But all communication around new projects will go through your account manager.

# 2. Production timelines

All our services are managed under strict production flow guidelines. In other words, if a project is approved to start on the 1st and be complete by the 21st, we will be fully vested in completing the project by the allotted due date. If you our dear client fails to respond in a timely manner during the allotted production schedule, the project may fall out of queue and only reenter the production cycle upon next availability. This can prolong the production schedule and deliverable. Lack of response or planning on the client part does not constitute an emergency on **zo**'s part.

Unless otherwise agreed to in writing, our normal production schedules are as follows:



## Design

10-15 business days with up to 3 rounds including 48 hours for client review of each round.



## Print

10-15 business days if not a custom print (such as die cuts, multi page books, saddle stitch, emboss or foil, unusual sizes or folds). This does not include extra shipping schedules if warehousing with us.



## Copywriting

Depending upon the length of the work, we require 7-10 days pre-production lead time and 7-10 days writing.



## Web Development

Our web process involves content and asset curation, wireframe, copywriting, coding as necessary, plugins such as Woo Commerce or calendars etc. Depending on the size of site, we expect to have 6-12 weeks for an average site build. Your timeline will be determined at onset. Up to 3 rounds included, including 48 hours for client review of each round

Web page additions please allow 5-7 business days per page, with two rounds of 24 hours each for client review.

Any project we commence will be provided with timelines and milestones for your review of rounds. Same day or hastened turnarounds will be subject to rush fees. Please see section 7.



## Email

Email campaigns are crafted by our team of copywriters and designers, and sent to your provided customer/subscriber list.

Depending on our arrangement;

If you are providing copy and content, give us 3 business days to execute including proofing rounds.

If we are writing copy and content, we'll be on a 7 day cycle meaning we write/design and you proof/approve. A company that has weekly or twice weekly emails will always be proofing 7 days before execution.

Email blasts are priced by the service, based on the quantity of contacts you have. You will manage your own account payment.



## Podcasts

You'll record (and ideally even film) your podcast interviews with two separate tracks.

Our team performs post production, cleaning out errors or distracting pauses, breaths, coughs. Balances sound, crafts intro and outro and prepares final product for publishing.

Podcasts will be hosted (a paid hosting account, somewhere like buzzsprout).

Video podcasts will be hosted in YouTube or similar.

We will publish to apple/google.



## Drip

All of the work on drip campaigns is done before launch.

We write a series of conversion-centric emails and deploy them through active campaign or similar software. You will manage your account billing.

You will be able to copy edit/proof or contribute to the emails.

Payment is 50% to start and balance before deployment.



## TV/Film/Video Production

We book out 2-3 months in advance. We will review our common schedules and locations for best footage dates! Upon footage completion, we require 6-8 calendar weeks to work on post editing for a piece. Multiple pieces and/or types of work will be quoted on a case by case basis!

TV ads can be quite complex and thus we require a 30 day cancellation notice

We cannot reschedule a missed shoot on short notice due to the amount of prep work and scheduling entailed. You will be charged in full for a shoot not cancelled with a 30 day notice.



## Voiceover, Radio & Audio production

Our on air production follows scripting, voice auditions, production, post production effects and more.

We generally require 7-10 business days.

50% due to commence, and 50% due upon completion

Depending on the size or scope of the project, you may be obligated to pay for an expanded license to the voice actor.



## Social Media

Content curation begins the month prior to going live. Content is usually presented for approval by the 15th, edits should be received by us by the 20th, final proofs presented by the 25th so we can go live by the 1st.

Production calendar followed every month:

- By 7th provide your account manager any theme or specifics for the upcoming month
- 1-10 Your monthly report
- By 15th Content calendar for your approval
- 15-20 return any edits or updates to content calendar
- 22-25 Content document with your posts for approval
- 25-29 Any edits and approval

Last day of month - all posts scheduled for the month ahead.

3 month minimum contract and 30 day notice to cancel. Length of contract depends on agreed upon work.

All digital billing is done on the 15th of the month and due by the 1st (for example February services would be billed on January 15th and due on or before February 1st)



## Swag

Product can take 2-10 weeks so please plan well ahead of your event. Some of our items can be delivered in as little as a week when warehoused in the US. If we're producing larger quantities or taking advantage of overseas pricing, please expect at least 8-10 weeks. And naturally we are not responsible for port closures and strikes or other unforeseen circumstances. Unless we are producing art with Pantones (PMS) we have to allow for a 15% +/- shift in colors

Swag is any product where we print, screenprint, vinyl, embroider, foil or emboss your logo or artwork onto it.

100% payable up front after approval given

## 3. Web Development

Our web process involves content and asset curation, wireframe, copywriting, coding as necessary, plugins such as Woo Commerce or calendars etc. Depending on the size of site, we expect to have 6-12 weeks for an average site build. Your timeline will be determined at onset.

Web page additions please allow 5-7 business days per page, with two rounds of 24 hours each for client review.

You will be provided with multiple questionnaires depending on your need for copywriting. Once we have an idea for what you need in your website, we lay out all the pages and copy for those pages.



After the structure of the site is determined we begin laying out and building the site live on a flywheel wordpress install. We use flywheel (getflywheel.com) to build our sites because we know this host is secure, friendly, and great to use for wordpress sites. If you wish to move the site to a different host after the build is complete, flywheel can easily assist you with that process, and if you need even more help we can provide this service at an extra cost. Though we do not recommend moving the site unless you absolutely must.

Flywheel is just the host for the website, it does not manage email or anything else domain related, it just houses your site in a secure, up-to-date location. Flywheel also automatically backs your site up everyday, so if anything goes haywire, you will be able to easily restore a previous version without worry. And is quite affordable for the service they provide. Just to clarify, we don't host the site or maintain hosting of the website, we get you setup with flywheel which is the actual host of the site. So in the end, you have control over your own site and do not have to worry about going through us for billing. However, during the build it is hosted on our Flywheel account and will be \$49 per month until you take it over.

This site is accessed by a temporary subdomain on flywheel (eg. website.flywheelsites.com) while we are building it. This way of working allows us to open a discussion about the site and experience it in real time without disturbing any current site that you may be using in the meantime. If your project requires extra complexities, we may add an additional step of providing mockups (image designs of what the site might look like) before we move into building the site. Though generally we try to avoid this step since it is a more valuable way of working and communicating our design ideas when you can actually experience the site as it will be on a temporary site install.

We start off exploring the overall structure and design of the homepage which will help us determine a cohesive design language for the rest of the pages. Once the homepage design is approved, we will build out the rest of the pages on the site. After this we will go back and forth on any changes you may have until completion and the website is approved to go live.

## 4. Search Engine Optimization

Our SEO team must have the ability to optimize the structure, images, and content of your website. Most optimizations have a minimal visual impact. We will work directly with you in order to maintain the original look and feel of your website whenever necessary.

You must provide our SEO team with login information (username and password) to allow us to gain access to your website and Google services. We maintain strict confidentiality of login information. If you do not want to give us access we can provide a list of SEO changes that need to be made, but keep in mind this will take a little more billable time to create these documents and communicate the changes. If this route is taken it will be up to you and your web development team to implement these changes in a timely manner.

You should inform your webmaster or anyone else who has access to the website that we will be performing SEO services on the site on a daily, weekly, or monthly basis.

Please inform us of any changes made to your website by your web development team that would be in direct correlation with our SEO team optimizations. We are not responsible for changes made to the website by other parties that may adversely affect the search engine rankings of your website.

Search engines constantly adjust their ranking algorithms, and as such, search ranking positions will fluctuate and cannot be permanently guaranteed. Any other changes to search engine sites that cause unfavorable ranking results are out of our SEO teams control and we cannot be held responsible for such actions or occurrences.

Our SEO team cannot guarantee top three search results, but we will make every effort to fully optimize your website and most sought after targeted keywords to reach the top three placement within the search engines.

Our digital team works together to bring you up in search engine rankings. This takes considerable intestinal fortitude and patience! It is important to allow the process to mature.

Our digital team crafts bold ads and works together with AI/algorithms to improve performance of your ads over time. As time passes, AI gets smarter and smarter and your ads yield better and better results. Reports provided monthly by the 10th

6 month minimum contract and 30 day notice to cancel. Length of contract depends on agreed upon work.

All digital billing is done on the 15th of the month and due by the 1st (for example February services would be billed on January 15th and due on or before February 1st)

## 5. Pay-Per-Click Advertising

We perform an extensive competitive analysis of effective ads, highly valued keywords, and best possible medium before creating your PPC advertising campaigns. We also set up multiple ads and keyword variants for A/B testing at the beginning and throughout your campaign. Top management of your ads is a priority of ours as we consider ourselves a steward of your ad spend.

We will increase your website traffic, click through rates (CTR) and conversions by identifying current and or creating client requested specific landing pages (separate scope of work) and targeting PPC ad copy for the critical search terms your prospects are searching for. Our continual efforts will increase conversion rates and in turn, generate a greater return on investment (ROI).

Our PPC campaigns are extensive and thorough. We perform a great number of tasks. Most of which include:

**Keyword research for your business and top competitors:** We perform keyword research as a best practice to ensure the campaigns are targeting the appropriate keywords and variants. We also deploy the correct keyword modifiers for optimal results.

**Creative Development:** We write custom and unique creative (titles and descriptions) to help maximize click-throughs and conversion rates. We study the best performing ads for your industry and improve them. Using your top features and USP we create ads that are effective.

**Landing Page Identification:** We identify the best existing web pages within your website or recommend improvements to improve conversion. Best practice is to have our SEO team and PPC team work together to create Titles, Descriptions, and PPC Ads that work together to generate the best "Google Quality Scores" possible.

**Implement Conversion Tracking:** We will implement conversion tracking to aid in tracking conversions. This could be opt-ins, form fill outs, phone calls, and sales.

**Creating targeted campaigns:** We will set up multiple campaigns based on keyword groups, services, and/or products to fulfill your requested advertising needs.

**PPC Account Settings:** We will establish and monitor the numerous Account Settings (daily max spend, match type, time of day, audiences, bidding strategies, geo-targeting locations, etc.) to maximize your business goals.

**PPC Bid Management:** We provide PPC bid management tasks including bid gap monitoring, bid price changes, and bid position maintenance.

**PPC Daily, Weekly, and Monthly Analysis:** We check into accounts on a daily basis and perform a thorough monthly analysis of campaign performance, including individual keyword costs, conversions, demographics, audiences, and performance trends.

**Campaign Improvements:** We will implement PPC campaign improvements multiple times per month, including changes to ad copy, keyword list modifications, and keyword bid adjustments.

**Creative Testing:** We will perform periodic testing of new creative ads, site links, ad extensions, bid adjustments, demographics focused targeting, and new Google features that come out every few months.

You will have access to your Google ads account and will be responsible for your ad spend payments to Google and any other 3rd-party advertising platforms needed for your campaigns. These charges will be placed on your credit card.

**Customer Provided Material & Decisions:** Clients will provide in a timely manner to **zo** agency all materials and decisions, including but not limited to text content, stock graphics, project pictures, customer logos in proper electronic format, etc., required to efficiently run your Google Ads campaigns under this agreement.

Our digital team crafts bold ads and works together with AI/algorithms to improve performance of your ads over time. As time passes, AI gets smarter and smarter and your ads yield better and better results.

This takes considerable intestinal fortitude and patience! It is important to allow the process to mature.

3 month minimum contract and 30 day notice to cancel. Length of contract depends on agreed upon work.

All digital billing is done on the 15th of the month and due by the 1st (for example February services would be billed on January 15th and due on or before February 1st)

Reports provided monthly by the 10th

## 6. Social media

Content curation begins the month prior to going live. Content is usually presented for approval by the 15th, edits should be received by us by the 20th, final proofs presented by the 25th so we can go live by the 1st.

**You've hired us to help you master your social media marketing; here's how we're going to do it:**

We'll discuss what you currently have going on, what you would like to see happen, and work out a plan to reach your goals.

Once we have access to your social media accounts, we're going to make sure they are the best they can be. We'll suggest changes to images or information to make your company stand out, and give your users the best experience possible.

Depending on the package you have chosen, either you will supply content to us (blogs, articles, events, and images) or we'll immerse ourselves in your brand and scour the internet for content for your audience.

Once we have content materials, we'll craft the posts for your social media accounts, adjusting the images and copy to suit the platforms we are posting on, and will provide you with proofs for you to review and approve before we go live.

We schedule and monitor your posts for you, making sure that content goes out on the approved schedule. You sit back, relax, and enjoy the engagement of your audience.

## **The Timeline**

We curate your content in the month before it is posted. This allows us time to curate the content, and allows you time to review and approve posts before they are made.

First week of the month - you provide any content you would like us to post for you. Images, upcoming events, specific products to feature - give us your input so that we can plan accordingly

- By the 15th of the month, we will provide you with the first drafts for your posts. We ask that any feedback and revisions be provided to us by the 20th.
- By the 25th you will have any revisions or changes to your posts for review.
- By the end of the month - we have scheduled all your content to post across all your social media platforms for the following month.

3 month minimum contract and 30 day notice to cancel. Length of contract depends on agreed upon work.

All digital billing is done on the 15th of the month and due by the 1st (for example February services would be billed on January 15th and due on or before February 1st).

# 7. Billable hours/Hours of service

**zo** agency's business hours are 9-5, Mon-Fri, PST... and some team members work flex days or off hours. Meetings, calls and deadlines outside of business hours not already included in a written scope, are billed at priority level.

Priority level is billed weekdays from 6:30pm, at 2x regular rate.

Weekend rates are 3x regular rate. This does not ensure access to any staff member, it only advises the rate billable should you have us respond during those hours.

Please note - if you email us after hours or on a weekend, and we respond, that does NOT constitute priority or weekend rates! In fact, we often respond by emails at all strange times. But if you require us to respond, require us to meet or require us to attend to an emergency, we will in fact invoice at the priority rates assuming we can even accommodate.

## 2021 rates

- Warehouse/ship \$100/hr
- Admin exec \$150/hr
- Production Tech \$190/hr
- Social media mgr \$190/hr
- Project manager \$190/hr
- Graphic design \$190/hr
- Creative Direction \$275/h
- Copywriting \$275/hr
- Digital director \$275/hr
- Web development \$275/hr
- Videography/photo \$400/hr
- Director \$400/hr
- Business coach \$400/hr

## 8. What constitutes a design 'round'

A design round is where you receive a proof to review, and make all appropriate changes, additions, edits, contributions, proofreading etc. One round is usually your first view of the design. Upon receiving all your edits, we implement them and provide round 2 with those in place. At this point, the design is pretty well established but some things may still need editing or additions after seeing the work, and once we receive those we implement them into round 3. Unless there is any extraordinary oversight, round 3 tends to be the final round.

It is standard design process and unless outlined with exceptions in your contract, we will be following standard process!

## 9. Design Questionnaires

As part of our design process you may receive a series of questionnaires (Website, Copywriting, Logo, etc.) that will help us get a feel for your business style and the direction that you would like to see the work go. The questionnaires do not replace great dialogue with the creative team, but do help us learn about you and your project.

## 10. What the client owns and when (and what they don't own)

Client owns all material, design, natives, imagery, production and more when paid for in full. This excludes third party contributions such as licensed music, licensed images and more which are purchased on clients' behalf and have a limitation in their license.

Transfer of any materials owned incurs an hourly fee of \$250/hr.



# 11. Payment agreement, terms

All design services are invoiced net 15 until such time as longer terms have been established. If a design project runs longer than a month, we invoice for all work done monthly, on any project, at the end of each month.

All print or production (such as signage, event materials or brochures) are invoiced and due prior to production.

Web development or logo development is invoiced with a 50% deposit and 50% invoiced at agreed upon completion date regardless of whether the completion date is met if the only reason it is not met is because of client delays. If we are delayed, then we do not invoice until we have met our deadlines.

All digital services are invoiced Net 15, 15 days prior to services starting. In other words, October digital (such as SEO, PPC and SMM) will be invoiced by the 15th of the month prior to running (so, by Sept 15th) as the majority of the work setting up the month of October happens in September.

At any time if there are any queries about invoice dates and due dates, please consult us for any clarification!

We charge a 3% fee for accepting credit card payments (which will appear on your subsequent invoice) so consider using the ACH link in your invoice or mailing a check instead to avoid any pesky fees! ACH merely requires you to click on the link in your invoice and provide banking info. A 2% late fee is charged every month your invoice is over 30 days past due.

# 12. Requirements for arbitration

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.



agency