

Terms and Conditions
Mariner Media, Inc.
Effective January 1, 2008

Mariner Media, Inc., requires each client to maintain a Services Agreement specifically outlining the scope of work to be provided to the client. Each agreement is individually negotiated and updated (when appropriate) to provide a clear understanding of each party's expectations and responsibilities.

Copy Rights

Mariner Media, Inc. reserves all rights associated with the produced work in its present and future use. No services or products created or performed by Mariner Media, Inc. employees or subcontractors are to be considered as work-for-hire. If a product or portion of the product is used for something other than its original purpose, a reuse agreement will be negotiated with all due respect to the commissioning client's needs. All grants of extended use must be in writing.

Confidentiality

All correspondence, documents and research provided to or created by Mariner Media, Inc., on behalf of the client will be confidential. No third party will be given any information gathered from a client by Mariner Media, Inc.

Payment

Invoices for services and reimbursable expenses are due the first business day of each month, unless specified as due upon receipt. A monthly finance charge of 24% APR will be added to any open balance 30 days outstanding.

Services related to commercial artwork (beyond concepts) and production are billed at a minimum rate of \$65.00 per hour in addition to the retainer fee.

The agency requests 50% advance payment (based on project estimates) for in-house production of collateral projects, with the balance due on successful completion of the project.

Subcontracted labor, printing, media placement and other similar services require full payment prior to insertion or order placement.

Mariner Media, Inc., will invoice all projects monthly and include a monthly "combined" statement, including out of pocket expenses. Please pay from the statement.

Rush work or work requiring staff overtime is billed at a 50% labor premium.

Timeline

A specific timeline will be provided on each project and is inclusive in estimates provided by Mariner Media, Inc. Unless content is developed by Mariner Media, the timelines are dependent on the client providing content and all information required to expedite the project, and making a timely response to the agency's requests for additional information and approvals.

Changes

Mariner Media, Inc. provides two proofing rounds on each project after the approval of the concepts. Further changes or a change of scope may result in additional charges to accommodate the client's new needs or expectations.

Artwork and Media Approval

[Including all broadcast, websites, news releases, e-mail, and printed materials]

Mariner Media, Inc., will proof and review all work for accuracy to the best of our abilities. The client shall proofread all work and approve all final content before the publication of any project. Refunds or reprints are not provided after a final approved design has gone to print or made public by broadcast of any means.

Cancellations

Deposit fees for project assignments are **NOT REFUNDABLE**. A minimum cancellation fee of 25% will be charged if work in process is terminated. The final fee will be based on a percentage of the work actually completed, plus any out of pocket expenses.