



This Consulting Agreement (the "Agreement"), is entered into by and between the parties below on

6Mixx, a registered company located at 7331 Hoverland Ave. NW, Massillon, Ohio 44646,  
(hereby referred as the "6Mixx"), and; \_\_\_\_\_, whose address is at \_\_\_\_\_,  
(hereby referred as the "Client");

WHEREAS, the Client desires services of 6Mixx, in one or more of the following areas:

1. Marketing
2. Events
3. Sales & Fundraising
4. Partner & Community Relationship Building
5. Experience
6. Planning & Operations

THEREFORE, for and in consideration of the mutual covenants made by the parties hereto, the Parties to this agreement will adhere to the terms and conditions below.

## 1. Scope of the Agreement

The subject of this Agreement is delivering of the services above by 6Mixx to the Client for a certain fee. In this context, the scope of the consultancy service to be provided is limited to the issues mentioned above. The scope of this Agreement shall only be expanded or narrowed with the written mutual consent of the parties.

## 2. Principles of Consultancy

- a. 6Mixx shall act within the framework of the information it will receive from the Client and shall not be held responsible for the adverse outcomes or losses and damages that may occur as a result of providing missing or incorrect information.
- b. 6Mixx shall submit ideas and suggestions to the Client in writing within the framework of their knowledge and expertise. In the post-delivery process and operation, the Client is completely free to comply with or partially fulfill the information and ideas conveyed, and all kinds of responsibility for these transactions belong to the Client.
- c. 6Mixx shall endeavor to fulfill its obligations under this Agreement in the best way possible. However, if the service provided is not found adequate and/or correct by the Client, issues must be sent in writing within 10 days of delivery of completed work, for corrections to be made, otherwise both parties agree that completed work has met expectations.

## 3. Scope of Work

- a. 6Mixx shall send weekly emails denoting progress and any planned work for your review and approval, prior to work being started. 6Mixx will try to fit in any last minute work requested, however any overages in retainer hours will be charged as incurred at the agreed upon hourly rate.
- b. The Client agrees to proof any work completed for spelling and accuracy before final approval is given. The costs of any reprints due to any inaccuracies are the responsibility of the Client.
- c. 6Mixx reserves the right to renegotiate the contract should the project go over the allotted

time outlined. This contract is a rough estimate, and if "project creep" occurs (including requests for additional projects by the Client) 6Mixx has the right to fairly renegotiate the contract and its terms.

- d. Projects quoted include 2 rounds of revisions. Additional rounds of revisions will be billed at the agreed upon hourly rate.
  - i. A round of revisions may include as many revisions as needed within a single communication (i.e. one email, one review meeting, etc.). Once those changes are made and sent back for the Client's review, that round of revisions is complete.

#### 4. Terms

- a. The total service fee to be paid under this Agreement will be outlined on a per project basis, or a monthly retainer and provided as a quote. Additional work will be incurred at the rate of \$95 per hour and billed in 15 minute increments, unless otherwise agreed upon.
- b. All work will be invoiced by 6Mixx by the 15th of each month. Payments will be made by the client by the 1st of the following month.
- c. Payments for retainers are due the 1st of the month for the upcoming month, any agreed upon overages will be added to the next months Bill.
  - i. For example , a payment due August 1st is for the work to be completed in August. Any overages incurred in August will be due September 1st.
- d. Any unused retainer hours for the month will roll over to the next month, with a maximum rollover amount equal to one months retainer. Any rollover hours that are unused at the end of the contract will expire six months from contract end date. Upon early termination of the contract, the client has one month to redeem any rolled over hours.
- e. If the client fails to pay within (5) days after the due date, late charges of \$25 shall be applied daily. After 15 days of non-payment, the invoice will be forwarded to a collection's agency, which will report the debt to creditors.
- f. Payment Method. Each payment due to 6Mixx under this Agreement shall be paid by check or wire transfer of funds to 6Mixx's account in accordance with written instructions provided. If made by wire transfer, such payments shall be marked so as to refer to this Agreement.
- g. This Agreement enters into force on \_\_\_\_\_ and remains in force for 1 year. If the Client requests to continue receiving consultancy services at the end of this period, the parties may decide to extend the term of this Agreement under the same conditions in writing or sign a new Agreement.

#### 5. Indemnification

- a. You agree to indemnify, defend and hold harmless 6Mixx, our independent contractors, affiliates, agents, employees, partners, and suppliers from any liability, loss, claim, demand, and expense (including attorneys' fees) related to any work or programming that you supply or approve. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which you will cooperate with us to the fullest possible extent.

#### 6. Termination

- a. **Termination by Either Party:** Either party hereto may initiate the termination of this Agreement at any time by providing written notice as specified herein.
- b. **Termination by Contractor:**
  - i. In the event that the Client wishes to terminate this Agreement, the Client shall be required to provide a written notice of termination to 6Mixx at least thirty (30) days in advance.

- ii. In the event of such termination by the Client, all outstanding debts, sums, or obligations not yet due and payable under this Agreement shall become immediately due and payable to 6Mixx upon the effective date of termination.
- c. **Termination by 6Mixx:**
  - i. In the event 6Mixx wishes to terminate the agreement, 6Mixx will provide written notice of termination at least thirty (30) days in advance unless the reason is that the Client fails to make payment of any price or fees as stipulated in this agreement within fifteen (15) days of due date. In that case, 6Mixx reserves the right to take the following actions:
    - 1. Suspend any outstanding obligations under this Agreement until such payments are received; and/or
    - 2. Immediately terminate this Agreement at the sole discretion of 6Mixx.
- d. **Notice of Termination:** Any notice of termination, whether provided by the Client or 6Mixx, shall be deemed effective upon receipt by the other party and shall be delivered in writing.
- e. **Effect of Termination:** Upon termination of this Agreement, the parties shall promptly settle any outstanding obligations, debts, or sums owed, as per the terms and conditions of this Agreement and applicable law. If termination of the contract by the Client is within first 4 months of signing this agreement, the Client agrees to pay a cancellation fee equal to 3 months of their retainer fee. If termination of the contract by the Client is within months 5-8 of this agreement, the Client agrees to pay a cancellation fee equal to 2 months of their retainer fee. If termination of the contract by the Client is within months 9-11 of this agreement, the Client agrees to pay a cancellation fee equal to one months retainer fee.
- f. **Survival of Certain Provisions:** The termination of this Agreement shall not affect the survival of any provisions within this Agreement that, by their nature, are intended to survive termination, including, but not limited to, the obligations related to payment and confidentiality.

## 7. Intellectual Property

- a. The Parties acknowledge that the designs, original artwork, electronic proofs, print-ready PDFs, and all other files created by 6Mixx are protected by Federal Copyright Law and may not be reproduced, manipulated, re-worked for other purposes, edited, submitted to any contests, or shared in any manner without our explicitly written permission. 6Mixx retains the right to make reproductions for our portfolio, samples, self-promotion, professional competition and review, and website even if the artwork release has been purchased.
- b. 6Mixx will never attempt to claim any IP of the Client used in the scope of work.
- c. All websites designed or developed by 6Mixx will include a small "website by 6Mixx" note in the footer with a link to our website. We are happy to provide a reciprocal link to your site in our Client List.
- d. 6Mixx shall hold all rights proprietary in any work product resulting from 6Mixx including, but not limited to, copyright and patents, unless otherwise agreed. The Client will be given a finalized file in the form of PDFs, JPEGs, or PNGs. Any native files are the property of 6Mixx, but may be purchased for an additional \$500.

## 8. Confidentiality

- a. 6Mixx undertakes for itself and guarantees to keep confidential any information relating to or that was disclosed in preparation of or as required under this Agreement and to prevent the passing on of such information to third parties

(the "Confidential Information") other than mandatory notification responsibilities under Law. 6Mixx shall not disclose, transmit, or convey, wholly or partially, the confidential information to any third party without the written consent of the other party. Accordingly, 6Mixx shall be obliged to disclose confidential information to the statutory bodies under the law of the land or any other Governmental Regulatory Authorities which shall not be deemed as a breach of confidentiality obligation.

- b. The provisions of this section shall survive the termination of this Agreement for whatever reason.

## 9. Miscellaneous

- a. **Amendments** - Unless stated otherwise, no amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.
- b. **Severability** - Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof.
- c. **Governing Law and Dispute Resolution** - This Agreement shall be governed by and construed in accordance with the substantive laws of the state of Ohio. Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity, or termination, shall be referred to and finally and exclusively settled by the Stark County Courts and Execution Offices.
- d. **Notifications** - Any notifications to be sent under this Agreement shall be made in writing and delivered to [info@6mixx.com](mailto:info@6mixx.com).
- e. **Nondisclosure** - The Client agrees never to share any of 6Mixx's concepts, art, or work with outside designers, businesses, or agencies. This includes, but is not limited to, design concepts, sketches, electronic proofs, and photography.
- f. **Use of Logo** - The Client shall grant 6Mixx and its Affiliates permission to use the Client's name, logo and use case in marketing materials and bid documentation without notice. Any information shared will comply with details outlined in Section 7 - Confidentiality of this agreement.
- g. **Entire Agreement** - This Agreement constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they are related in any way to the subject matter hereof. By signing this agreement, a quote, or approving a job from 6Mixx, you acknowledge that you have carefully read, understand and fully agree to the terms and conditions. Any details not included in writing are not binding upon either party.

IN WITNESS WHEREOF, each of the Parties has executed this Consulting Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Client Name, Title

Signature

6Mixx Name, Title

Signature