

The master service agreement

Client: Larchmont Storage Partners, eleven self-storage facilities in Georgia

Between [your agency] (the Agency) and Larchmont Storage Partners LLC (the Client)

Dated: _____

1. HOW THIS AGREEMENT WORKS

1.1 This agreement sets the terms for every project the Agency does for the Client. It does not commit either side to any project by itself.

1.2 Each project is described in a statement of work (an SOW) in the form in schedule C, and it starts once the people named for each side in schedule B have signed and dated it.

1.3 Every SOW is issued under this agreement and takes on its terms. Where an SOW and this agreement disagree, this agreement controls, unless the SOW names the section of this agreement it replaces, and then only for that SOW.

2. WHAT EVERY SOW STATES

2.1 Every SOW states the work, what is excluded, the dates, the fee and whether it is fixed or hourly, the payment schedule, and the one person on the Client's side who approves work and changes under it.

2.2 An SOW that leaves out a fee or a date is a draft, and the Agency does not start work on it.

3. RATES

3.1 The rates in schedule A apply to every hourly SOW, to every change under section 4, and to any work done without an SOW.

3.2 The rates in schedule A stay fixed for twelve months from the date of this agreement. After that the Agency may raise them once in any twelve months, by no more than 5%, rounded to the nearest dollar, on 60 days' written notice.

3.3 A rise never applies to an SOW signed before the rise takes effect, or to changes made under that SOW.

4. CHANGES TO A SIGNED SOW

4.1 Either side may ask in writing for a change to a signed SOW.

4.2 Within three business days the Agency replies in writing with the hours by role, priced at the rates in schedule A, and any effect on the dates.

4.3 A change priced at no more than 10% of that SOW's fee, which moves its final date by no more than five business days, is a change order under that SOW.

4.4 Any larger change becomes a new SOW under this agreement, with its own dates, approver and payment schedule.

4.5 Work on a change starts once the approver named in that SOW has approved it in writing, and a change approved by anybody else is not approved.

4.6 Approved change orders are invoiced with the next payment due under that SOW.

5. ACCEPTING FINISHED WORK

5.1 When the Agency delivers a piece of work an SOW names, the approver has five business days to accept it or to say in writing where it falls short of that SOW.

5.2 The Agency fixes anything listed under 5.1 at no charge and delivers it again, and 5.1 then applies to the fixed version.

5.3 Work that is neither accepted nor questioned within those five business days counts as accepted on the sixth.

5.4 Anything raised under 5.1 that the SOW does not describe is a change under section 4.

6. FEES AND PAYMENT

6.1 The Agency invoices on each SOW's payment schedule, and invoices hourly work and approved changes monthly.

6.2 Invoices are payable within 21 days.

6.3 If an invoice is more than 30 days overdue, the Agency may pause work under every SOW after ten business days' written notice, and the dates in those SOWs move by the length of the pause.

6.4 Software licenses, fonts, hosting, stock images and other third-party costs are named in the SOW and paid by the Client at cost.

7. OWNERSHIP

7.1 Work made under an SOW becomes the Client's once that SOW has been paid in full.

7.2 Tools, code and methods the Agency had before the SOW, or builds for general use, stay the Agency's, and the Client may keep using them as part of the work it owns.

8. ENDING THIS AGREEMENT

8.1 Either side may end this agreement on 60 days' written notice.

8.2 An SOW signed before notice is given runs to completion on the terms of this agreement, even after this agreement ends, unless the Client cancels it under 8.3.

8.3 The Client may cancel any SOW on 15 business days' written notice, and pays for the work done up to the cancellation date at the rates in schedule A, up to that SOW's fee, plus any third-party costs already committed.

8.4 Within ten business days of an SOW ending, the Agency hands over the work that has been paid for under it.

9. CONFIDENTIALITY AND LIABILITY

9.1 Each side keeps the other's confidential information to itself, including customer data, pricing and unpublished plans, during this agreement and for three years after it.

9.2 Neither side is liable to the other for more than the fees paid under the SOW concerned in the twelve months before a claim, and neither is liable for the other's lost profit or lost business.

9.3 This agreement is governed by the law of the State of Georgia.

10. SIGNATURES

10.1 This agreement takes effect once both signatures below are dated.

For Larchmont Storage Partners LLC: _____ Date: _____

For [your agency]: _____ Date: _____

Schedule A, the rates: strategy and creative direction \$185 per hour, design \$150 per hour, development \$165 per hour, project management \$120 per hour

Schedule B, the people who sign SOWs for each side: _____

Schedule C, the SOW form: _____