

TotallyToni.com Service Terms and Conditions

(updated 6/1/2014)

1. All services provided by Toni Blake and TotallyToni.com (TotallyToni) will be negotiated with the Contracting Client (Client) and outlined by TotallyToni in a Service Agreement / Deposit Invoice to be submitted to the Client for approval and payment.
2. Kick-off event and live appearance scheduling subject to Toni Blake's calendar availability.
3. Fees charges by TotallyToni do not include airfare, airport transportation, overnight accommodations, meals when accompanied by the Client, event facilities, or costs associated with hosting the event, printing, postage, or fees charged by third parties.
4. A 50% deposit is collected from the Client at the start of the contract with the remaining balance being due when an estimated 75% of the contract has been fulfilled, or at the live event.
5. Deposits are non-refundable but will be honored for up to one year should rescheduling become necessary. Full fee is due on any cancellation within 60 days of a scheduled event but will be honored toward an event or services scheduled within one year. Client assumes responsibility for all travel fares, deposits, and change fees as a result of cancellations or rescheduling.
6. Consultation is defined as conference between Toni Blake and the Client for the purpose of examining their case, arranging an agreeable course of action, and discussing any difficulties there may be in their way. Results will vary according to implementation and market conditions.
7. The duty and responsibility of Toni Blake in the Consultation process shall be conveying information, recommendation, and training in the use of the tools presented.
8. Implementation is the duty and responsibility of the Client and is defined as administering the decision-making process, providing materials to the staff, supervising the staff in the fulfillment of assignments given, and paying associated costs.
9. Toni Blake shall not be held liable for the performance of the Client in the implementation of the plans set forth; costs of materials, programs, or campaigns; or specific results of any plan.
10. Consultation hours must be scheduled in advance and will be fulfilled primarily through teleconferencing. In-person consultation may be scheduled around the time-frame of the kick-off event or live appearance by Toni Blake.
11. All of the tools utilized by TotallyToni are copyrighted and licensed by TotallyToni.com. Permission is granted to the Client to reproduce the tools for use within their immediate properties, not for sale. Redesigns by the Client must retain any TotallyToni branding if that redesign utilizes any language, photo, or graphic present in the original design.
12. The graphics package offered by TotallyToni includes one customized design per tool per company. Customization includes basic colorization and layout adjustments of the predesigned template to accommodate the company logo and brand.
13. The brand customization will occur in three stages. Stage One is the planning stage where colors and logos will be submitted to the TotallyToni.com graphics department by the Client Liaison. In Stage Two, the colors and logo will be fitted to the template design and submitted to the Client Liaison for initial edits and approval. In Stage Three, a final proof of the design will be submitted to the Client Liaison for approval.
14. Graphics will be delivered in electronic form using an online file-sharing service (such as Dropbox). Communication and approvals on proofs will be delivered via email.
15. Edits to the design outside the scope of basic adjustments to the predesigned templates, additional designs not included in the Service Agreement, and changes made after the final proof has been approved will be cheerfully accommodated, but will be charged an additional \$49 per design hour.
16. The Service Agreement will be deemed as COMPLETED IN FULL when the kick-off or live event has been concluded, when all of the consultation hours have been completed, and when the last final graphic has been submitted to the Client Liaison.

I _____ accept these term on behalf of _____
(Printed Name of Client Liaison) (Printed Company Name)

(Signature of Client Liaison)

(Date)

Service Agreement/Invoice Number