

# INK REFUGE

WEB :: BRANDING :: MARKETING

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## CLIENT PROPOSAL

To: **Rachel Marie**  
**Blackmarket Bakery**  
17941 Sky Park Circle  
Suite E  
Irvine, CA 92614  
949-852-4609  
rachel@blackmarketbakery.com

**Please initial the bottom of each page**  
**fax the entire document to: (949) 417-2653**

This Service Activation Proposal was made and initiated as of September 22, 2011 by and between Ink Refuge (Company) and Blackmarket Bakery (Client).

**A. Overview**

- Website Development – Will provide web design, development services and use of Gorilla Tools™ Content Management system to Client.

Company will develop, launch to the internet and host a new website for Client. The overall goal: to create a new website that represents the business as a whole, and to add further functionality to the front and back ends via use of our custom content management system, Gorilla Tools™.

**B. Deliverables for Website**

*Domain Name: blackmarketbakery.com*

**1) Custom Web Pages**

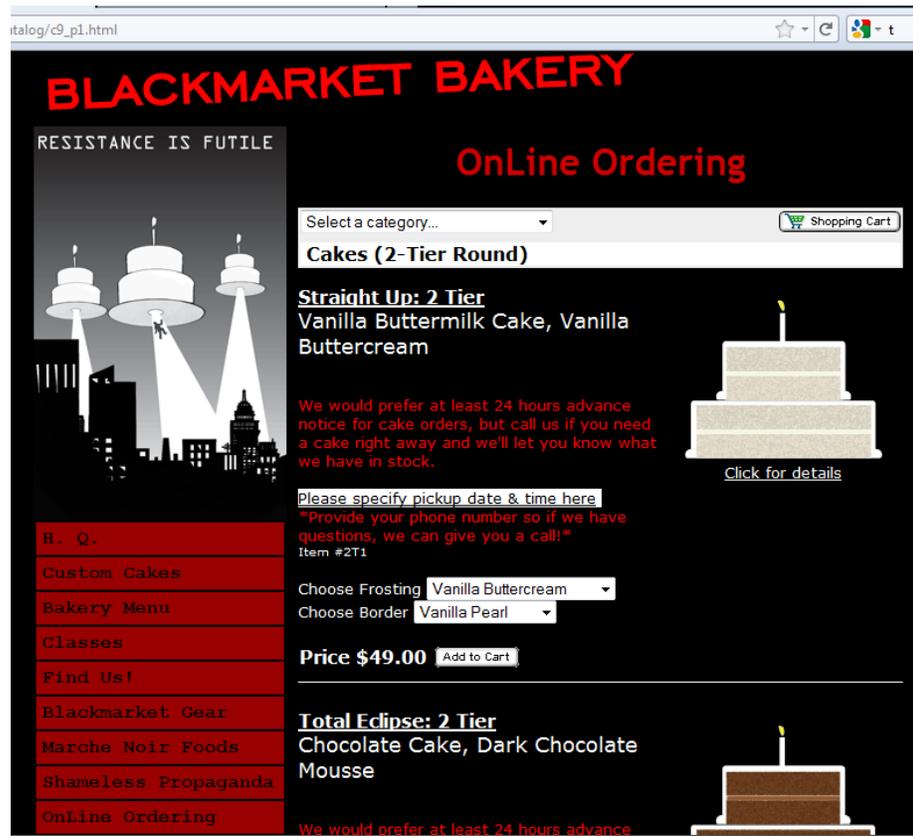
- Home Page Design using existing Logo
  - Will feature a slideshow.
    - Content Management System will be provided for this feature to add and remove slide images.
    - Client has the ability to link slides to anywhere within the website.
    - Company will create first three (3) slides.
  - Will feature Blackmarket Newsletter Signup
  - Will feature Facebook & Twitter account links.
  - Will feature the following top navigation with drop down menus:
    - Home
    - Custom Cakes
      - Decorating Add-ons
      - Cake Details
    - Menu
    - Classes
      - A Recipe For You
      - Online Class Signups
    - The Stories Are True (bio)
    - Shameless Propaganda
      - Press
      - Testimonials
      - Photo Gallery
      - Videos
    - Online Ordering
      - Cakes (2-Tier Round)
      - Cakes (Add a Lower Round Tier)
      - Classes: Hands On
      - Apparel
      - Gift Certificates
    - Online Ordering
      - Cakes (2-Tier Round)
      - Cakes (Add a Lower Round Tier)
      - Classes: Hands On
      - Apparel
      - Gift Certificates
    - Find Us!

Client Initial \_\_\_\_\_

- Company strongly suggests an editable text area for SEO purposes. Could be tied into “The Stories Are True” page
- Will feature a maximum of three (3) home page “call-to-action image links”:
  - Learn About Marche Noir Foods
  - Online Ordering
  - Live Twitter Feed
- Custom Cakes Pages (Content provided by client)
  - Content Management System will be provided for this page to add, edit and remove text.
  - Will feature a maximum of two “Call to Action” images.
  - Will feature drop down menu to the following text/informational pages:
    - Decorating Add-ons
      - Content Management System will be provided for this page to add or remove text & images.
    - Cake Details
      - Content Management System will be provided for this page to add or remove text & images.
  - Will be displayed directly on website.
- Menu Pages (Content provided by client)
  - Content Management System will be provided for this page to edit menu items.
  - Dynamically driven feature that allows the ability to enter names, descriptions, images, and prices for menu items.
  - Will be displayed directly on website.
- Classes Pages (Content provided by client)
  - Content Management System will be provided for this page to add, edit and remove text.
  - Will feature a maximum of two “Call to Action” images.
  - Landing page will feature information about classes, signups and pricing.
  - Will feature drop down menu to the following text/informational pages:
    - A Recipe For You
      - Content Management System will be provided for this page to add or remove text & images.
      - Will feature a recipe and image.
    - Online Class Signups
      - Will link directly to shopping cart.
  - Will be displayed directly on website.
- The Stories Are True Page (Content provided by client)
  - Content Management System will be provided for this page to add, edit and remove text.
  - Will feature a maximum of two “Call to Action” images.
  - Will feature biographical information about Client and services
  - Will be displayed directly on website.

- Shameless Propaganda Pages (Content provided by client)
  - Content Management System will be provided for this page to add, edit and remove text and YouTube videos.
  - Landing page will feature videos powered by Gorilla Tools™ Videos module.
  - Will feature drop down menu to the following text/informational pages:
    - Press Page (Content provided by client)
      - Content Management System will be provided for this page to add, edit or remove news or press articles.
      - Ability to feature news or media articles in the following format:
        - Title
        - Byline
        - Source
        - Article text body
        - URL Link to online article
        - PDF download
    - Testimonials Page (Content provided by client)
      - Content Management System will be connected for this page add, remove or edit testimonials.
      - Ability to display name, location & testimonial description.
      - Will feature a maximum of two “Call to Action” images.
    - Photo Gallery Page (Content provided by client)
      - Content Management System will be connected for this page to add, remove or edit photos and text.
      - Ability to create photo albums with titles and descriptions for website.
    - Videos Page (Content provided by client)
      - Content Management System will be connected for this page add, remove or edit videos and text.
      - Ability to create titles, descriptions and add thumbnail images for video clips on website.
      - All video clips to be stored on a video media site, such as Vimeo.com (suggested) or YouTube.com, etc. The media site video embed code will be used to stream all videos directly on Video Page of website, using media site’s bandwidth.
  - Will be displayed directly on website.

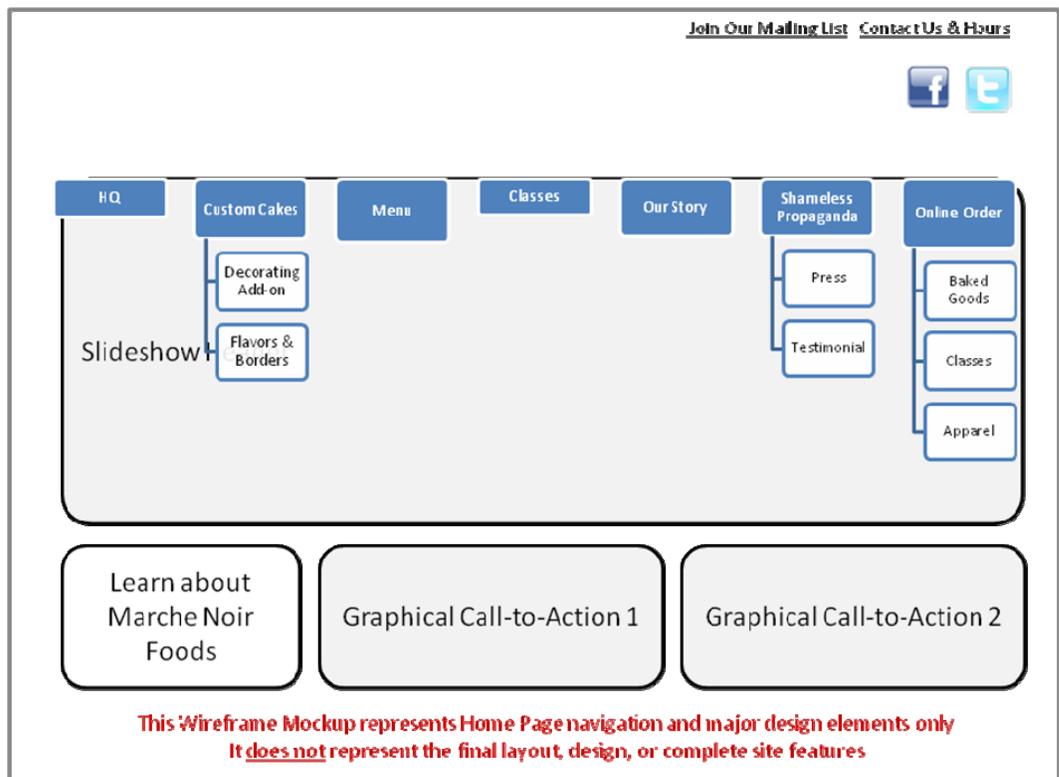
- Online Ordering Pages (Content provided by client)
  - Shall leverage the fields and design of the current blackmarketbakery.com Online Order process and PayPal Shopping Cart:



- Content Management System will be provided for this page to add, edit and remove text.
- Landing page will feature graphic links to all shopping and online ordering categories.
- Will feature drop down menu with links to each specific online ordering sections:
  - Cakes (2-Tier Round)
  - Cakes (Add a Lower Round Tier)
  - Classes: Hands On
  - Apparel
  - Gift Certificates
- Will be displayed directly on website.

- “Find Us!” Contact Page (Content provided by client)
  - Will show the client’s name, address, phone number, email address & link to Google Maps (as requested).
  - A contact submission form will be provided featuring the following fields: name, email & comment. Upon form submission, the information is forwarded to the website administrator via administrator’s email address.
  - Will feature all info currently displayed on existing website.
  - Will feature a “Retail Links” links feature:
    - Content Management System will be provided for this page to add, edit or remove URL links.
    - Ability to feature URL links in the following format:
      - Title
      - Image
      - Description
  - Will be displayed directly on website.
- Blackmarket Newsletter Mailing List Feature/Page
  - Content Management System will be provided for this page to view and collect information.
  - Any information entered on the front-end will be displayed for client in the Content Management System.
  - An export to excel feature will be available as well to retrieve the items from the content management system.
  - The Mailing List section will also be used to capture demographics of people using the website including email addresses.
  - Will be displayed directly on website.

**Home Page Wireframe Mockup Example:**



## 2) Gorilla Tools™ Content Management System (GT™ CMS)

- Automated Email System (GT™ CMS only)
  - Ability to send and receive customized auto-response emails.
- Content, Titles, Meta-Tag Editor (GT™ CMS only)
  - Client can update the text content of the pages on the website.
  - The ability will be given to edit the web page titles, keywords and meta-tags for search engine optimization..
- Google Website Analytics (GT™ CMS only)
  - A Google Analytics account will be setup for the client that will be accessible through the Content Management System.
  - This will allow the client to see all sources of website traffic.
- User Accounts (GT™ CMS only)
  - Content Management System will be provided for this page
  - Ability to allow client to setup different login permissions to separate parts of the Content Management System.
- Other Options (optional...GT™ CMS only)
  - Ability to create automatic emails on internet user birthdays and anniversaries. Will also allow auto-email after form submittals.
  - Ability to add social networking site profile links, such as Facebook.com, MySpace.com and Twitter.com, to website.

### C. Design

Ink Refuge shall incorporate the design concepts and colors of blackmarketbakery.com for next generation of the Clients site:



### D. Data Entry

None. However, services can be provided at an additional rate of \$25/hr.

### E. Timeline

Company will begin website development immediately following receipt of the initial deposit. Website completion will typically occur within 6 to 8 weeks following receipt of all necessary content (including pictures and text) and mockup approval by client. (Important note: Unless Client is completely dissatisfied with initial graphic mock up concept, where for Company would provide a secondary graphic mock up concept, Company includes 2 rounds of changes with mock up design. Additional mock up changes pass two rounds, or changes to website design after mock up approval, are subject to additional charges). Phase timelines listed below begin upon receipt of payment.

Client Initial \_\_\_\_\_

Phase 1 (7 to 14 days) \*

- Server and database will be completely setup.
- Home Page mock-up layout for website and Client Approval\*\*
- User will be provided in the Content Management System for client.
- This phase is completed after approval of the graphical home page mockup.

Phase 2 (14 to 28 days) \*

- The mock-up graphic will be cut up and put into the website.
- All deliverables will be plugged into the website.

Phase 3 (14 days) \*

- Client Approval and Website Completion.
- Gorilla Tools™ Content Management System training.
- Company will launch website to the internet following this phase.

All content is due by the end of Phase 2. In the event that required content is not provided to us, we will move ahead with development and insert “temporary placeholder” content into the website. With Gorilla Tools™ training, you will be taught how to replace this “temporary placeholder” content with “actual” content. If content is not received by the end of Phase 2, PHASE 3 PAYMENT IS STILL DUE upon completion of website development. However, we will not launch a website until we have approval to do so.

\* **Timelines listed in the Phases are conservative estimates** - Timeline estimates are based on time it takes to gather content from client, graphic development, website development, and time it takes for client to approve, and provide compensation for each phase. Due to the client approval, client content gathering process and client payment schedule, Ink Refuge cannot guarantee timelines.

\*\* **Custom Home Page and Site Structure** -The initial mock-ups are designed with a structure that will support the features and pages listed in the proposal. Ink Refuge is **ONLY** responsible for the features agreed to in the original proposal and mock-up, any additional pages or features that are not listed in the proposal or brought up during project development must be discussed and quoted appropriately. The purpose of the mock-up is to match the aesthetic of the company and the clients target audience with the features of the site. A mock-up is subject to two rounds of changes, and any additional changes beyond two rounds will require an hourly retainer which starts at five hours or \$500 dollars. The mock-up does not include logo development or graphics for print of any kind. If logos or print graphics are needed, they must be quoted by a sales person accordingly. A Logo is subject to two rounds of changes, and any additional changes beyond two rounds will require an hourly retainer which starts at five hours or \$500 dollars.

F. **Gorilla Tools Usage, Domain Maintenance and Domain Hosting**

- Gorilla Tools™ Content Management System usage
- Website Hosting and Maintenance
- Database Hosting
- Domain name hosting for 1 domain: blackmarketbakery.com. When asked to do so, client must point domain name servers to ns1.inkrefuge.com and ns2.inkrefuge.com (or allow us access to do so).
- Company does not host emails or mailboxes.
- Client will supply a credit card or debit card upon completion of website with which to allow Company to charge monthly fee or Client may request quarterly, bi-annual or annual invoice for monthly service fees.

Client Initial \_\_\_\_\_

G. **Costs and Service Fees**

<b>Product/Service</b>	<b>Cost</b>	<b>Discount</b>	<b>Total Cost</b>
Website Development	\$1700	(\$400 trade)	\$1300
Online Order and PayPal Shopping Cart Integration	\$400	(\$200)	\$200
<b>Total Cost</b>		<b>(\$600)</b>	<b>\$1500</b>
<b>Monthly Gorilla Tool and Web Hosting</b>	<b>\$29.95 per mo.</b>		

**Payment Terms**

<b>Payment Schedule</b>	<b>Payment</b>
Initial deposit due to begin Phase 1 and art work	\$500
Second deposit due upon approval of Phase 1 and to begin Phase 2.	\$500
Final payment due upon completion of Phase 3.	\$500
Monthly CMS Usage, Maintenance and Web Hosting (payment starts when site goes live)	\$29.95 per mo.

PLEASE NOTE:

"Ordinary & Necessary" Business Expenses:

Due to the nature of certain businesses, each will have unique tax deductions that are specific to the operation of their business. Unique tax write-offs for website owners include annual domain name registrations, website hosting fees by a server company, monthly fees for an Internet service provider (ISP), the cost of computers and peripherals (external hard drives, printers, routers, and the like), software (accounting and antivirus programs), and fees from a webmaster or website designer.

Payment is still due if client has not provided Ink Refuge with the above-mentioned content or information necessary to complete web development or prevents launch of the website to the internet.

All software bugs and/or software glitches resulting from the programming of the deliverables in this proposal after Phase 3 will be fixed by Ink Refuge as long as client is current with the Ink Refuge website maintenance fees.

Customer Support is available via phone, email or online ticketing system Monday through Friday, between the hours of 8:30 PST and 5:30 PST, excluding national holidays. Customer support phone number is (714) 754-1550.

By signing below, I understand and agree to all sections listed above and all sections below. I am also acknowledging that any additional changes beyond the above sections will be quoted accordingly.

Client Initial \_\_\_\_\_

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## INK REFUGE TERMS OF SERVICE

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1. **ADDITIONAL SERVICES** – Any revisions, additions or redesign client wishes Ink Refuge to perform not specified in this document shall be considered “additional” and will be billed separately for the particular service.
2. **OWNERSHIP** – The materials provided under the terms of this contract shall be the sole property of Ink Refuge until payment is complete, at which point ownership will be transferred to the client. Materials include the following file formats: jpg, gif, png, pdf, swf, wmv, wma, xml, flv, mp3, database files, html, htm, txt, and compiled server files. If for any reason the terms of this contract are violated by the client, any and all materials provided under this contract belong explicitly to Ink Refuge. Gorilla Tools is trademarked proprietary content management software, and the client maintains no ownership. Gorilla Tools is leased by Ink Refuge to the client through the monthly maintenance plan. Ownership of the Gorilla Tools source code can be quoted in a separate proposal.
3. **COPYRIGHTS AND TRADEMARKS** – The client represents to Ink Refuge and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Ink Refuge for inclusion in web pages or graphics work are owned by the client, or that the client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Ink Refuge and its subcontractors from any claim or suit arising from the use of such elements furnished by the client. All information, text, and graphics are owned by the client exclusively.
4. **LIMITED LIABILITY** – Client hereby agrees to indemnify and hold harmless Ink Refuge in any claim resulting from client’s website(s), products, or services. Under no circumstances, including negligence, shall Ink Refuge, its offices, agents or anyone else involved in creating, producing, marketing, or distributing its services, be liable for any direct, indirect, incidental, special or consequential damages that result from any technique used to drive relevant traffic to your site.
5. **INK REFUGE SHALL NOT BE HELD LIABLE FOR:** omissions, interruptions, deletion or loss of files or data, errors, defects, delays in operation, rankings, sales, or performance, whether or not limited to communication failure, theft, destruction or unauthorized access to Ink Refuge’s records, programs, acts of Search Engines or act of Directories, or other places on the web which may or may not link to your site(s). Notwithstanding the above, client’s exclusive remedies for all damages, losses and causes of actions whether in contract, tort including negligence or otherwise, shall not exceed the aggregate dollar amount which client paid during the term of this Agreement (minus any third parties fees for inclusions or links) and any reasonable attorney’s fee and court dates.
6. **INDEMNIFICATION** – Client agrees that it shall defend, indemnify, save and hold Ink Refuge harmless from any and all demands, liabilities, losses costs and claims, including reasonable attorney’s fees, (“Liabilities”) asserted against Ink Refuge’s, agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by client, its agents, employee or assigns.
7. Search engine optimization inherently runs risks of algorithmic changes of search engines. Ink Refuge offers no guarantee of present or future placement in any specific search engine. Client assumes all risks and responsibility.
8. **LAWS AFFECTING ELECTRONIC COMMERCE** – The client agree that the client is solely responsible for complying with such laws, taxes, and tariffs, and will hold harmless, protect, and defend Ink Refuge and its sub-contractors from any claim, suit, penalty, tax, or tariff arising from the client’s use of Internet electronic commerce. Ecommerce is not the responsibility of Ink Refuge.
9. **CONFIDENTIALITY** – Excluded from the “confidential information” definition is anything that can be seen by the public on the website when each page of the website is first accessed. Clients and Ink Refuge acknowledge and agree that the specification and all other documents and information related to the marketing of the website (the “confidential information”) will constitute

Client Initial \_\_\_\_\_

valuable trade secrets of Internet marketing and optimization, or of clients respected line of business. Customer shall keep the confidential information in confidence and shall not, at any time during or after the term of this Agreement, without Ink Refuge's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the confidential information. Mutually Ink Refuge shall not discuss confidential information, such as pricing, costs, nor sales, with any other person.

10. Ink Refuge is not responsible for any costs associated with downtime, inventory, sales or for changes in any search engine or directory. Ink Refuge shall also not be responsible for any other loss that may occur in the operation of the website.
11. **CANCELLATION** – The client shall have the option to cancel all work by email, phone, fax or standard mail. Any cancellations will take effect one month after notice has been given. In the event that work is postponed or canceled at the request of the client, Ink Refuge shall have the right to bill pro rata for work and campaigns completed through the date of that request. If additional payment is due, this shall be payable within thirty days of the client's notification to stop work.
12. **REFUND POLICY** – No refunds will be given.
13. **ARBITRATION** – Any disputes in excess of \$1,000 (or the maximum limit for small claims court) arising out of this agreement shall be submitted to binding arbitration before the Joint Ethics Committee of a mutually agreed upon arbitrator pursuant to the rules of the American Arbitration Association. The arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of Ink Refuge.
14. **PAYMENT OF FEES** – In order for Ink Refuge to provide service, payments must be made promptly. Invoices are due upon receipt. Delinquent invoice payment may result in the deactivation of services, and will be assessed a \$25 late fee, if not received within 15 days of invoice date. Unless otherwise noted, all monthly fees are due on the first day of each calendar month. Delinquent monthly fees will result in the deactivation of services, and will be assessed a \$25 late fee, if not received within 15 days of first day of each calendar month. If any amount remains delinquent 30 days after its due date, an additional \$25 reactivation fee will be required to reactivate services. Ink Refuge reserves the right to remove all hosting and maintenance services that may be in progress if payment is more than 60 days overdue.
15. **JURISDICTION** – This contract constitutes the sole agreement between Ink Refuge and the client regarding its website development and hosting. It becomes effective only when signed by the client. This agreement shall be governed and construed in accordance with the laws of Orange County, of the State of California, USA.

By signing below, I understand and agree to all terms listed in the Service Activation Proposal and the charges listed above. By signing below, I understand and agree to all sections listed above and all sections below. I am also acknowledging that any additional changes beyond the above sections will be quoted accordingly.

I hereby authorize Ink Refuge to begin to create and administer my website and or online advertising account. Monthly billing cycles begin on effected date determined by initial kick-off call. The website maintenance agreement is for 1 month, and month to month thereafter.

**Client**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Client Initial \_\_\_\_\_

# Website Content Requirements

To develop and create a successful website and to meet project development timeframe, Ink Refuge requires the following Content:

## 1. File format

Acceptable Image File Formats:

File formats: .jpeg, .psd, .eps or .tif. Minimum size: 150 dpi. Preferred size: 300 dpi

Color mode: RGB

Acceptable Text or Email File Formats: .doc, .docx, .rtf or .html

Unacceptable file format: PageMaker, Corel Draw, Freehand, Microsoft Publisher, PowerPoint or Excel. If you are creating images in these or other unsupported programs, contact your account executive.

## 2. Required Content

Content is required for the following pages:

Design & Slideshow images

Text

Home  Custom Cakes  Menu  Classes  Our Story  Shameless

Propaganda  Online Order  Join Our Mailing List  Contact Us & Hours

**Company Domain: [www.blackmarketbakery.com](http://www.blackmarketbakery.com)**

Register.com User name: \_\_\_\_\_ Password: \_\_\_\_\_

## Content Agreement

I understand that website development is a collaborative effort, and that I will need to be actively involved in providing Ink Refuge with content to complete my website.

I understand what content I will be required to provide.

I understand that the timelines dictated in this proposal begin once Ink Refuge receives payment for each web development Stage.

I understand that Stage payments will be due regardless of whether or not I provide Ink Refuge with the content that will be requested of me, and is necessary to complete my website, and that Ink Refuge will complete my website using "placeholder" content that I will be able to replace myself using the Gorilla Tools™ CMS.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Client Initial \_\_\_\_\_