**NOTE:** Ed Gandia and Gandia Communications, Inc. do not give legal advice, cannot and does not make any claims as to the accuracy or enforceability of sample documents. Documents are being made available as samples only to be taken to your attorney for their review, editing and approval.

# Fee Agreement

**To**: Jane Smith

Avalon Health, Inc. [INSERT DATE]

This agreement, when signed by you and returned to me, will record the terms and conditions of an agreement (the “Agreement”) between us for certain services to be provided to Avalon Health, Inc. (referred to hereafter as “Client”) by Gandia Communications, Inc. (referred to hereafter as “Gandia”).

### 1. Scope of Services to be Provided.

Gandia will provide Client with those services (“Services”) within such periods as described in Schedule A, attached hereto. Should Client request Gandia to (i) perform additional Services or (ii) significantly change or modify the Services beyond what is provided in Schedule A, Gandia and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such change to the Services. Any agreement with respect to changes to the Services will be set forth in writing and considered an addendum to this Agreement. Gandia may also contract with third parties to assist it in providing the Services (the “Third Party Services”) as needed. The Third Party Services may include, but shall not be limited to, research and proofreading services.

**2. Client Responsibilities.**

Client agrees to provide Gandia all access, assistance and cooperation necessary in order to permit Gandia to complete the Services timely and efficiently. Gandia shall not be deemed in breach of this Agreement, a change order, or any milestone in the event Gandia’s failure to meet its responsibilities and time schedules is caused by Client’s failure to meet (or delay in) its responsibilities and time schedules.

**3. Compensation and Billing Procedures.**

Gandia will be compensated and Client will be billed as provided in Schedule B, attached hereto.

**4. Ownership of Intellectual Property.**

Following completion by Gandia of any part of the Services defined in Schedule A and payment in full by Client for such Services completed, all tangible and intangible output of the Services and all intellectual property developed directly as a result of, or in the course of, Services rendered to Client by Gandia, including without limitation, any and all research, documentation, logos, websites, copy, marketing letters and other materials created by Gandia hereunder, shall be deemed to be “works made for hire” and shall be the property of Client. Client understands that there may be limitations on the use and ownership of materials by virtue of the rights of third parties. Client also hereby grants to Gandia a perpetual, non-exclusive, royalty-free worldwide license to use any intellectual property developed as a result of or in the course providing the Services for the promotion of Gandia and Gandia’s business.

**5. Term.**

The term of this Agreement shall commence on the date of execution by Client and shall continue until completion of the Services by Gandia and payment in full by Client for such Services, or subject to the provisions with respect to early termination fees described in Schedule B, until early termination by either party upon fourteen (14) business days’ prior written notice.

**6. Limited Warranty.**

Gandia represents and warrants that all Services performed pursuant to this Agreement will be of professional quality and will conform to generally accepted industry standards and that Gandia will devote its best efforts to the performance of the Services. Gandia also warrants that it will comply fully with all applicable laws, regulations, statutes and other government requirements. Gandia makes no representations as to the success of any of the Services, and Gandia makes no warranties except as specifically set forth in this Agreement and specifically disclaims any and all implied warranties.

**7. Limitation of Damages.**

Neither Gandia nor Client shall be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages, including without limitation loss of use or lost business, revenue, profits, or goodwill, arising in connection with this Agreement, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if the party knew or should have known of the possibility of such damages.

**8. Indemnities.**

Gandia agrees to indemnify and hold Client harmless with respect to any claims or actions by third parties against Client based upon material prepared by Gandia, involving any claim for libel, slander, piracy, plagiarism, invasion of privacy, or infringement of copyright, except where any such claim or action arises out of written materials and/or verbal information or directions supplied by Client to Gandia, or where material created by Gandia is substantially changed by Client.

Client agrees to indemnify and hold Gandia harmless with respect to any claims or actions by third parties against Gandia based upon materials furnished to Gandia by Client or where material created by Gandia was substantially changed by Client. Information or data obtained by Gandia from Client (whether in writing or verbally) about or to substantiate claims made in business strategies, analysis, marketing, promotion, positioning or advertising of Client’s products or services shall be deemed to be “materials furnished by Client.” Client further agrees to indemnify and hold Gandia harmless with respect to any death or personal injury claims or actions arising from the use of Client’s products or services.

**9. Amendments.**

Any modifications or amendments to this Agreement must be in writing and signed by Gandia and Client.

**10. Notices.**

Any notice shall be deemed given on the day of mailing or, if sent by e-mail or fax, on the next day following the day notice is e-mailed or faxed.

**11. Governing Law and Disputes.**

This Agreement shall be interpreted in accordance with the laws of the State of Georgia without regard to its principles of conflicts of laws. Any disputes between the parties to this Agreement shall be settled by arbitration in accordance with the Rules of Commercial Arbitration of the American Arbitration Association then in effect, such arbitration to be held in Cobb County, Georgia.

If this letter of Agreement, together with the attached Schedules, accurately reflect the terms and provisions of the agreements between us, please execute a copy where indicated below and return it to me. Please retain a copy for your files.

Sincerely,

Gandia Communications, Inc.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: President

Agreed to this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20XX

Client’s Company Name:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A**

##### Description of Services

*NOTE TO WRITER: I add the paragraph below when using Schedule A and B to quote a new project for an existing client. I omit this when submitting the initial fee agreement.*

This Addendum ("Addendum") is an Attachment to the Master Service Agreement dated \_\_\_\_\_\_\_\_\_ and entered into by Avalon Health, Inc. (referred to hereafter as “Client”) by Gandia Communications, Inc. (referred to hereafter as “Gandia”).

**Deliverables:** Gandia will draft a five- to seven-page white paper on the topic of metabolic syndrome.

**Objective:** To make a solid case for why metabolic syndrome is now a critical cost-reduction lever in the area of employee benefits, and how proven preventative approaches are helping companies tackle this growing challenge faster and more cost effectively.

Scope of work will include:

* Reading and studying all background materials
* Further research as necessary
* All interviews and phone calls related to the project
* Content and copy strategy development
* Drafting of outline for Client approval
* Writing the white paper
* Revisions: Gandia will promptly handle up to two (2) rounds of requested revisions that are within the project’s scope. Standard turnaround time on revisions is two to four business days.

**Exclusions:** Graphic design and layout work.

**Approximate Time to Completion:** Two to three weeks upon project commencement.

**Terms & Conditions for Services:** Refer to master service agreement dated \_\_\_\_\_\_\_\_.

##### Schedule B

##### Compensation and Billing Provisions

*NOTE TO WRITER: I add the paragraph below when using Schedule A and B to quote a new project for an existing client. I omit this when submitting the initial fee agreement.*

This Addendum ("Addendum") is an Attachment to the Master Service Agreement dated \_\_\_\_\_\_\_\_\_ and entered into by Avalon Health, Inc. (referred to hereafter as “Client”) by Gandia Communications, Inc. (referred to hereafter as “Gandia”).

**1) Compensation:**

Flat project fee of **$XXXX**

**2) Billing:**

1. As a first-time project with Client, Gandia will invoice 50% of total project fees upon execution of this Agreement (future projects will be invoiced after submission of initial draft). Gandia will commence work once payment for this initial invoice has been received. Gandia will then invoice the project balance one week after submitting *initial* white paper draft.
2. Client shall pay final invoice within fifteen (15) days of the invoice date. Amounts not paid on or before fifteen (15) days from receipt of invoice shall be considered past due.
3. In the event that either Client or Gandia cancels this Agreement before completion of the Services, Gandia will invoice Client an early termination fee in the amount of the number of hours devoted to the Services through the effective date and time of the cancellation, at an hourly rate of $125.