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# SERVICE PURCHASE ORDER

**FOR TIME PERIOD** (Year / Month / Day)

For International Clients. All amounts in United States Dollars (USD).

Commencing Date 2006 / 09 / 01 to Concluding Date 2007 / 03 / 01

Confirmation Number **YOU - SP06 - 0901**

**Contract Duration 0.50 Years**

## SECTION I - THE CLIENT:

Client Code YOU Time Zone Your Time Zone

Full-Name Your Name  
 Position/Title Your Title  
 Organization Your Company  
 Industry your international goods & services class and a brief description  
 Website www.yourwebsite.com  
 Project Your Marketing Project Title

Street Your Street Address  
 City Your Town or City  
 State Your State, Province, or Territory State YS  
 Country Your Country Postcode 00 00 00  
 E-Mail youremail@yourwebsite.com main  
yourbillingemail@yourwebsite.com legal  
 Phone your phone #s main your phone #s cell.  
your phone #s other your phone #s fax.

## SECTION II - THE AGREEMENT:

(01) For the time period commencing on September 1, 2006 and concluding on March 1, 2007 (hereby referred to as 'the Time Period') Your Name of Your Company in Your Town or City (hereby referred to as 'the Client') agrees to contract Andrew Antaro of Marketing Marksman in Calgary as a Marketing Consultant (hereby referred to as 'the Consultant') to perform the following marketing services under the following terms and conditions of this legally binding contract (hereby referred to as 'the Agreement'):

## SECTION III - THE PROJECT:

(02) 'The Client' agrees to contract 'the Consultant' to perform the following services and 'the Consultant' agrees to perform the following services (hereby referred to as 'the Project'):  
 (03) To collect and/or analyze marketing research, formulate marketing strategy, create marketing materials, execute marketing and/or publicity campaigns, conduct marketing consultation and/or intellectual property protection services when these services are requested by 'the Client' for the purpose of effectively and competently performing the 'Your Marketing Project Title' and all associated goods and services in an earnest effort to earn a profit for 'the Client' through successful marketing.

## SECTION IV - PROJECT PERFORMANCE:

(04) 'The Consultant' agrees to perform 'the Project' exclusively as an independent contractor that is legally separate from 'the Client' and that 'the Consultant' is not an employee of 'the Client'.  
 (05) 'The Consultant' agrees to perform 'the Project' at a location separate from the place of business of 'the Client' and that 'the Client' is not responsible for providing or paying for a location to perform 'the Project'.  
 (06) 'The Consultant' agrees to perform 'the Project' in accordance with the requirements and specifications of 'the Client' and to perform 'the Project' responsibly with self-reliance and without supervision from 'the Client'.  
 (07) Both 'the Client' and 'the Consultant' agree that all official legal communication between them including billing and payment issues will be in writing and by e-mail; specifically, the legal e-mail for 'the Client' is 'yourbillingemail@yourwebsite.com' and the legal e-mail for 'the Consultant' is 'service@marketingmarksman.com' (hereby referred to collectively as 'Legal E-Mail').  
 (08) 'The Consultant' agrees to provide 'the Client' with a 'Status Report' of progress made at performing 'the Project' when requested by 'the Client' and that 'the Client' will decide if the 'Status Report' will be made by a face-to-face meeting in Calgary, or by a telephone conference, or in writing sent by e-mail to 'the Client'.

**SECTION V - PROJECT PAYMENT:**

(09) 'The Client' agrees to pay 'the Consultant' the following Hourly Rates for the following services: \$85.00 for Marketing Materials creation and/or Marketing Campaign execution; \$85.00 for Marketing Research collection and/or analysis; \$85.00 for Marketing Strategy formulation and/or Intellectual Property Protection; and \$85.00 for meeting and/or communicating with 'the Client' to discuss anything else related to 'the Project'.

**SECTION VI - PAYMENT PROCESS:**

(10) 'The Consultant' agrees to bill 'the Client' on a semi-monthly basis; specifically, a 'Statement of Account' will be sent to 'the Client' by 'Legal E-Mail' on the 1st and 16th of each calendar month for services rendered.  
(11) 'The Consultant' agrees to provide a 7-day interest-free grace period making each 'Statement of Account' payable 7 days after it is sent to 'the Client' (hereby referred to as the 'Payment Due Date').  
(12) 'The Consultant' agrees to accept payment by means of money order, cheque, cash, any credit or debit card accepted by PayPal® or Moneybookers™ when done by 'the Client' online using a valid account.  
(13) 'The Client' agrees to pay 'the Consultant' in Canadian or United States Dollars unless otherwise negotiate and also agrees that a 10% service charge will be applied to any payments made in any other currencies.

**SECTION VII - PAYMENT PARTICULARS:**

(14) 'The Consultant' agrees to not charge Canadian Sales Taxes to clients permanently located outside of Canada and will give 'the Client' a 30-day written notice via 'Legal E-Mail' before changing this contractual term.  
(15) 'The Consultant' agrees to not charge extra for computer hardware or software, office equipment, or any other normal ongoing office supplies needed to perform 'the Project' that are not exclusive to 'the Project'.  
(16) 'The Client' agrees that any and all expenses incurred exclusively for 'the Project' (hereby referred to as 'Project Expenses') are not included in the Hourly Rate and 'the Client' will be charged extra for them.  
(17) 'The Consultant' agrees to not incur any 'Project Expenses' without prior permission from 'the Client'.

**SECTION VIII - PAYMENT PAST DUE:**

(18) 'The Client' agrees that payment in-full of the 'Total Payable Amount Owing' is expected by the 'Payment Due Date' for each and every 'Statement of Account' received by 'the Client' from 'the Consultant'.  
(19) 'The Client' agrees to pay interest on any amount unpaid after the 'Payment Due Date' at 18% per annum, which is calculated daily, and both compounded and billed to 'the Client' monthly at the end of each month.  
(20) 'The Client' agrees that if an amount goes unpaid for 3 consecutive calendar months 'the Consultant' may terminate any further work on 'the Project', confiscate and/or destroy work done for 'the Project', and recruit a lawyer or collection agency to assist in securing payment from 'the Client' by any legal means necessary.

**SECTION IX - AGREEMENT MODIFICATION:**

(21) 'The Client' and 'the Consultant' both agree that 'the Agreement' can be amended at any time and in any manor, and that all amendments must be in writing and legally ratified by both 'the Client' and 'the Consultant'.  
(22) 'The Client' and 'the Consultant' both agree that either party can cancel 'the Agreement' for any reason, at any time, without notice, and the cancellation must be in writing and sent to the other party by 'Legal E-Mail'.  
(23) 'The Consultant' agrees that upon cancellation of 'the Agreement' to provide 'the Client' a 7-day interest-free grace period to pay any outstanding principle balance owed to 'the Consultant'.  
(24) 'The Client' agrees that if any amount is still owing to 'the Consultant' 7 days after cancellation of 'the Agreement' then interest will be charged and actions taken as described in Section VIII 'Payment Past Due'.

**SECTION X - AGREEMENT RATIFICATION:**

(25) With the signature of 'the Client' and 'the Consultant' in the space provided below 'the Client' and 'the Consultant' agree to ratify the 'Service Purchase Order' and be legally bound by its terms and conditions.

**(26) Ratification by 'the Client'**

**(27) Ratification by 'the Consultant'**

September 1,  
2006

September 1,  
2006

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
Date of Signing

\_\_\_\_\_  
Andrew Antaro

\_\_\_\_\_  
Date of Signing