

# MASTER CLIENT SERVICES AGREEMENT (MSA)

**Effective Date:** \_\_\_\_\_

This Master Client Services Agreement ("Agreement") is entered into between **Carbette LLC**, a Colorado limited liability company ("Carbette," "Company," "we," "our," or "us"), and the client identified below ("Client").

Together referred to as the "Parties."

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## 1. Purpose

This Agreement establishes the general terms governing the professional relationship between Carbette and the Client for marketing, branding, website, creative, consulting, and related digital services.

Each project may be further defined by a Statement of Work ("SOW"), Proposal, Quote, Estimate, Invoice, or other written agreement that references this Agreement.

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## 2. Incorporation of Website Terms

The Client acknowledges that Carbette's published Terms of Use are incorporated into this Agreement by reference.

The Client agrees to comply with the Terms of Use available at:

**<https://carbette.com/terms-of-use/>**

**<https://carbette.com/terms-client-policies/>**

If a provision of this Agreement conflicts with either of the published Terms, this Agreement shall control with respect to the services provided under this Agreement.

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## 3. Services

Services may include but are not limited to:

- Marketing Strategy
- Branding
- Website Design & Development
- Website Maintenance

- Search Engine Optimization (SEO)
- Local SEO
- Google Business Profile Optimization
- Graphic Design
- Photography
- Video Production
- Social Media Management
- Email Marketing
- CRM Setup
- Marketing Automation
- AI-Assisted Content Creation
- Website Hosting Coordination
- Consulting
- Advertising Management

Specific deliverables are defined within each Statement of Work.

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## 4. Growth Plans

The Client selects the following plan:

### ☐ **Essential Presence**

- One-Time Setup Fee: **\$3,000**
- Monthly Investment: **\$249**

### ☐ **Growth Partner**

- One-Time Setup Fee: **\$5,000**
- Monthly Investment: **\$499**

### ☐ **Authority Growth**

- One-Time Setup Fee: **\$7,500**
- Monthly Investment: **\$899**

Additional custom work outside the selected plan shall be quoted separately.

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## 5. Term

This Agreement begins upon execution and shall remain in effect for an initial six (6) month term. Upon completion of the initial term, this Agreement shall automatically renew on a month-to-month basis unless terminated by either Party in accordance with Section 14 of this Agreement.

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## 6. Payment Terms

Client agrees to pay all setup fees, recurring monthly fees, and approved additional charges.

Recurring invoices are due monthly.

Payments may be processed through Stripe, another approved payment processor or by check. Failure to pay may result in suspension of services. All payments are final except as expressly provided in the Refund Policy.

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## 7. Client Responsibilities

The Client agrees to:

- Provide timely approvals.
- Supply requested content.
- Maintain ownership or permission for submitted materials.
- Provide access to required third-party accounts.
- Designate a primary point of contact.

Project delays caused by the Client may extend project timelines.

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## 8. Intellectual Property

Upon full payment, ownership of final approved deliverables transfers to the Client unless otherwise stated.

Carbette retains ownership of:

- Proprietary systems
- Templates
- Internal documentation
- Development methodologies
- Source code libraries
- Internal automation workflows
- Reusable design assets
- AI workflows
- Business processes

Third-party software, fonts, stock photography, plugins, and licensed assets remain subject to their respective licenses.

## 9. AI-Assisted Services

Carbette may utilize artificial intelligence technologies to improve workflow efficiency, brainstorming, research, copy development, automation, and design assistance.

All deliverables are reviewed by a human before delivery whenever reasonably practical.

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## 10. Marketing Disclaimer

The Client acknowledges that marketing performance depends upon numerous variables beyond Carbette's control.

Carbette makes no guarantee regarding:

- Search rankings
- Website traffic
- Sales
- Leads
- Revenue
- Social media growth
- Advertising performance

Past performance does not guarantee future results.

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## 11. Confidentiality

Both Parties agree to maintain the confidentiality of proprietary business information received during the course of the engagement.

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## 12. Portfolio Rights

Unless other wise agreed in writing, Carbette may display completed work within its portfolio, website, case studies, social media, presentations, and promotional materials.

Confidential business information will not be disclosed.

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## 13. Third-Party Providers

Carbette may integrate or manage third-party platforms including WordPress, Google, Meta, Stripe, Microsoft, GoDaddy, Cloudflare, Canva, Shopify, Wix, Squarespace, Mailchimp, Active Campaign, AI workflows and similar providers.

Carbette is not responsible for outages, pricing changes, policy updates, security incidents, or service interruptions caused by third-party providers.

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## 14. Cancellation

Once the initial six (6) month term has been honored, either Party may terminate recurring services by providing thirty (30) days' written notice. Outstanding balances remain immediately due.

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## 15. Suspension

Carbette may suspend services for:

- Non-payment
  - Fraudulent activity
  - Illegal activity
  - Abuse toward employees or contractors
  - Material breach of this Agreement
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## 16. Limitation of Liability

To the fullest extent permitted by law, Carbette's total liability shall not exceed the total amount paid by the Client during the six (6) months immediately preceding the event giving rise to the claim.

Neither Party shall be liable for indirect, consequential, incidental, punitive, or special damages.

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## 17. Governing Law

This Agreement shall be governed by the laws of the State of Colorado.

Venue shall lie exclusively within the state or federal courts located in Colorado.

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## **18. Refund Policy**

All setup fees are non-refundable once work has commenced. Due to the nature of professional marketing, creative, consulting, and digital services, monthly service fees are non-refundable once the applicable service period has begun. If the Client cancels services after satisfying the initial six (6) month term in accordance with Section 14, services will continue through the end of the thirty (30) day notice period, and all fees incurred during that period remain due and payable.

No refunds or credits will be issued for partially completed months, unused services, Client delays, lack of participation, or failure to utilize the services included within the selected Growth Plan.

If Carbette determines that a billing error has occurred, Carbette will promptly correct the error and issue any appropriate refund or account credit at its sole discretion.

Nothing in this section limits any non-waivable rights the Client may have under applicable law.

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## **19. Exclusive Marketing & Website Management**

To ensure consistency, security, and the effectiveness of Carbette's services, the Client agrees that, during the term of this Agreement, Carbette shall serve as the Client's primary provider for the marketing, website, SEO, digital advertising, and related services covered by the selected Statement of Work or Growth Plan.

The Client agrees not to engage another marketing agency, consultant, freelancer, contractor, or other third party to perform substantially similar services or make changes to the Client's website, hosting environment, search engine optimization, advertising accounts, analytics, CRM, or other marketing systems managed by Carbette without Carbette's prior written consent.

The Client shall not provide administrator, developer, or other elevated access credentials to any third party for systems managed by Carbette without prior written notice to Carbette. Unauthorized modifications made by the Client or third parties may void performance expectations, delay project timelines, require additional billable work to diagnose or repair, or limit Carbette's ability to provide support.

Carbette shall not be responsible for errors, data loss, security issues, performance degradation, search ranking impacts, or other damages resulting from changes made by the Client or any unauthorized third party.

Nothing in this section prevents the Client from working with other vendors for services that are outside the scope of this Agreement, provided those services do not interfere with Carbette's work or the systems under Carbette's management.

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## **20. Chargebacks**

The Client agrees not to initiate a payment dispute or chargeback without first providing Carbette written notice and a reasonable opportunity to resolve the matter. If a chargeback is determined in Carbette's favor, the Client shall remain responsible for all outstanding balances, reasonable collection costs, and any chargeback fees.

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## 21. Entire Agreement

This Agreement, together with:

- Statements of Work
- Approved Proposals
- Invoices
- Payment Authorization
- Carbette's published Terms
- Carbette's Privacy Policy

constitutes the complete agreement between the Parties.

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## 22. Electronic Signatures

Electronic signatures and electronic acceptance shall have the same legal effect as original handwritten signatures.

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### CLIENT

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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### CARBETTE LLC

Authorized Representative:

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Signature:

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Date:

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