Marketing Services / SEO Services Proposal For:

The Schaibley Co dba AgAndFarmSupply.com

Measurable Results Powered By:

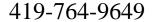


Providers of Affordable Marketing Consultation and Services Including
Digital Marketing, Traditional Marketing, Social Media Marketing,
Multimedia Marketing, Email Marketing, Website Design, Website Hosting,
Domain Name Registration, DNS Management, Email Service, Branding,
Positioning, Messaging, Copy Writing, Graphic Design, Keyword Analysis
and Recommendations, Content Strategy, Search Engine Optimization
(SEO) & Pay Per Click (PPC) Campaigns.

Serving Toledo Ohio and the World!



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BIG Marketing Solutions

March 31, 2017

RE: DIGITAL MARKETING SERVICES PROPOSAL / AGREEMENT

CONFIDENTIAL: For The Schaibley Company

Thank you for choosing BIG Marketing Solutions to help you grow!

Services To Be Provided: Marketing Consultation, Website Re-Design/Update For SHDLEARNING.COM

- Marketing Discovery, Establish Mutually Agreed Scope of Work, Conduct Opportunity Analysis, and Consultation To Clarify Goals and Priorities For Branding, Image, Value Proposition, Messaging, Functionality, and Search Engine Optimization.
- Website Re-Design With Modern, Flexible, Mobile Friendly, Current WordPress Version Platform To Provide Intuitive Navigation and Improve Usability / Engagement, Including Content Management System, Graphics, And Other Functionalities Using Existing or Client Supplied Copy, Images, Documents, Videos, Additional Work Described Herein.

Based On Discovery And Production Tasks With Estimated Hours Detail:

- Consultation, Re-Design, Build, Launch Website Within Schedule As Mutually Agreed
 - o Establish Final Scope of Work By Mutual Agreement 2 Hours.
 - Provide Concurrent Keyword Research Analysis And Recommendations for Content Strategy For Improved Search Engine Rank Placement (SERP) - 2 Hours.
 - Concurrent WordPress Website Re-Design with Template and Plugin Update /
 Configuration To Allow PHP Version Update, MySQL version Update 5 Hours
 - Concurrent Image Editing And Content Creation 1 Hour.

Details and options are provided in the attached. Our Project Goals, Proposed Investment, and Marketing Services Agreement are all incorporated by reference here. Please let me know if I left something out. If you approve, please initial each page and sign the final page and return a copy in order to move forward. I look forward to being of service!

Warm Regards,
Lonn Dugan
BIG Marketing Solutions
www.BigMarketingSolutions.com
lonndugan@gmail.com

Marketing Service Agreement Contract:

Between Us [Big Marketing Solutions] Also Known As I or We: And You, [Brandon Phillips] Also Known As Your, Yourself, Your Company, or Client. I Think You Will Find This Plain Language Agreement Easy To Understand and Fair For All Concerned.

Proposed Project Goals

- Re-Design eCommerce Web Site To Bring Code Current and Allow PHP/MySQL versions to be updated to Supported WooCommerce Versions
- Advise Regarding Suitable Keyword Strategies, Copy, Content, Images, Usability
 & Engagement
- Address Search Engine Optimization(SEO) As Measured By Search Engine Rank Placement (SERP) To Create More Website Visitor Traffic.

Strategies:

 Update WordPress Template and Plugins To Well Supported Options Allowing Continued Support From Reliable Code Sources

Tactics:

- Develop Scope of Work For Client Approval and Implement
- Advise / Implement / Monitor Google Analytics Improve Search Engine Page Rank For Important Keywords Based On Search Frequency For Best Keywords, Advise / Implement Suitable On Page SEO Techniques, Establish Baseline Search Engine Results Page Rank (SERP), Visitor Engagement.
- Provide Baseline Google Analytics Report, Monthly Monitoring Metrics Such As Quantity and Quality Of Traffic, Goal Conversion, And Other Key Performance Indicators (KPI) Such As Site Traffic, Bounce Rate, Pages Per Visit, Time On Page, Etc - With Monthly Reports.

Proposed Investment: \$500 As Retainer For Work To Be Performed

Investment Covers An Estimate For 10 Hours Work

Remittance Options:

- Projects Over \$1000 Allow Options Of Advance Deposit, Progress Payments, and
 Final Payment Or Deposit & Monthly Payment Plans, To Be Mutually Agreed
- Projects Under \$1000 Are Paid In Advance

Billing Shall Be Via PayPal or Other Electronic Method To Client Email Of Record.

Agreement Summary:

We'll Always Do Our Best to Fulfil Your Needs and Meet Your Expectations. We Use a Contract Because it is Important to Have Things Written Down So That We Both Know What's What, Who Should Do What And When, And What Will Happen If Something Goes Wrong. In This Contract You Won't Find Any Complicated Legal Terms Or Long Passages Of Unreadable Text. We've No Desire To Trick You Into Signing Something That You Might Later Regret. What We Do Want Is A Clear Understanding or Meeting Of Minds About Terminology, Industry Practices, And What's Best For Both Parties, Now And In The Future.

So In Short:

You Are Hiring Us To Provide Marketing Consultation And Or Services For The Estimated Total Price On Our Proposal. Of Course Terminology and Details Make It A Little More Complicated, So These Things Are Explained On The Following Pages.

What Do Both Parties Agree To Do?

You: You Have The Authority To Enter Into This Contract On Behalf Of Yourself, Your Company Or Your Organization. You'll Give Us Everything We Need To Complete The Project As And When And In The Format We Need It. You'll Review Our Work, Provide Feedback And Approval In A Timely Manner Too. Deadlines Work Two Ways, So You'll Need To Honor Dates We Set Together As We Proceed. You Also Agree To Stick To The Payment Schedule Set Out At The End Of This Contract.

Us: We Have The Experience And Ability To Do Everything We've Agreed With You And We'll Do It All In A Professional And Timely Manner To The Best Of Our Ability. We'll Provide Best Efforts To Meet Every Deadline That's Set And On Top Of That We'll Maintain The Confidentiality Of Everything You Give Us.

Getting Down To The Nitty Gritty

Design / Process / Scheduling

We Create Look-And-Feel Designs, And Flexible Layouts That Adapt To The Capabilities Of Many Devices And Screen Sizes. We Work Predominantly In And Produce Work On Industry Standard Platforms Such As WordPress Using Industry Standard Applications And Formats Including Adobe Photoshop, Macromedia, Fireworks, Illustrator, Premier,

And Etc As Required And Agreed, As Well As In Microsoft Office And Other Software Platforms. Websites Are Developed Primarily In Html, And May Use CSS, JavaScript, Ajax, PHP, MySQL, WordPress, And Other Technologies As Deemed Appropriate Or As Needed In Our Discretion And Professional Judgment.

When We Design New Print Or Web Pages, We May First Use For Position Only (FPO) Renditions Or 'Wireframes' Or Static Graphical Visuals To Indicate A General Look-And-Feel Or Design Direction (Color, Texture And Typography, Image Position And Size.) We Call This Creating A 'Design Template.' Once A Template Is Approved We Will Add Copy And Content In What We Call A 'Final Design'. Generally We Will Develop Up To 3 Design Templates, And 3 Variations Of A Final Design, Stopping Work When The Client Selects One Of The Options Presented.

Websites in Design and Development may be developed "live" or hosted at a temporary or Development site such as BigMarketingSolutions.com/ClientName, which will probably not be accessible to the public until the final design is approved. It generally requires no more than a week to 10 days for us to build a respectable, launch ready website, depending on scope of project, page count, content, or functionality. Additional pages, content, or functionality can be added after this if client desires and scope of work is agreed.

Following approval, if site is developed on Development Server, the website design and email settings will be installed at the domain of client choice. Again, depending on scope of contract, or any suggestions or requests made by you, we can continue making the site better over time. A website is never truly 'done' as it is a living effort informed by monitoring results and applying continual improvement to maintain progress.

You'll Have Plenty Of Opportunities To Review Our Work And Provide Feedback. We'll Share Our Working Dropbox With You And Have Regular Contact. You have every right to expect prompt email responses to your correspondence.

Cancellation, Termination, Limitation Of Liability

If, At Any Stage, You're Not Happy With The Direction Our Work Is Taking, You May Cancel Service Owing Only What Has Been Paid So Far. In The Event Of Litigation, You Agree In Advance That Our Limit of Liability Shall Never Exceed The Amount Paid For Services. In The Event That You Want Work Completed Up To The Point Of Termination / Cancellation To Be Released To You Or Another, With Approval For Further Use As

Inspiration, As Is, Or As May Be Modified In The Future, Then A Mutually Agreed Release Fee May Be Required.

For Monthly Payment Plans, We Do Most Of The Work In Initial Months And Then Receive Payments Over Time. If You Were To Cancel At, Let's Say The Three Month Mark, We May Have Done 75 To 100% Of The Work Already. On Monthly Payment Plans, Our Work Can Be Released To You Or Some Other Provider If You Will Pay Us In Full For Everything We've Produced Until That Point At Our Usual Rates.

Text Content

We Work From Text Or Copy And Images That You Provide, Edited Or Altered According To Our Professional Judgment And Submitted For Your Approval. Generally, We Can Locate Royalty Free Images Or Content That Serves The Purpose. If You'd Like Us To Source Specific Content Or Images That Incur A Material Cost, These Services Will Be Quoted Separately And Will Be Due And Payable Upon Mutual Agreement.

Copyrighted Text, Photographs And Images

We Need Text And Graphic Files In Digital Format. Any Photographs You Supply Should Be In A Sufficient Resolution Digital Format For Purpose Intended. We Will Make Every Effort To Complete The Work Using Royalty Free Text And Images. If You Prefer To Buy Stock Photographs That Are Better Suited To Your Preferences, We Can Suggest Stock Libraries Or Conduct A Reasonable Search For Photographs For You. Any Charges Incurred Are Payable Separately, Upon Your Approval.

Browser Testing

Browser Testing And Device Testing Means Testing In General Terms On Widely Used Industry Standard Applications And Devices. Testing Does Not Mean Attempting To Make A Website Look Exactly The Same In Every Conceivable Computer, Browser, Or Device Of Different Capabilities With Different Size Screens And Native Or Proprietary Operating Languages. It Does Mean Ensuring That A Person's Experience Of A Design Should Be Reasonably Appropriate For The Capabilities Of A Browser Or Device.

Desktop & Mobile Browser Testing

We Test Our Work In Current Versions Of Major Desktop And Mobile Platforms In Popular Use. If You Need An Enhanced Design For A Specific Non-Current Or Non-Standard Browser, We Can Provide A Separate Estimate For That.

Technical Support

Technical Support Means We Correct Anything We Did Wrong. It Does Not Mean Free Training Or Education For You. This Can Be Arranged Separately.

Change Orders

We Know From Experience That Fixed-Price / Service Contracts Are Rarely Beneficial To Anyone, As They Often Limit Us Or You To Your Earliest Ideas. We Don't Want To Limit Your Ability To Change Your Mind. The Price At The Beginning Of This Contract Is Based On The Length Of Time We Estimate We'll Need To Accomplish Everything We Understand About What You've Told Us You Want To Achieve. But We're Happy To Be Flexible. If You Want To Change Your Mind Or Add Anything New, That Won't Be A Problem As We'll Provide A Separate Estimate For That.

Copyrights

First, You Guarantee That All Elements Of Text, Images Or Other Artwork You Provide Are Either Owned By You, Or That You've Permission To Use Them.

We Own All Copyrights And Intellectual Property Rights To Work That We Create For This Project, Including Digital, Textual And Visual Elements Until Final Payment Is Received Or A Release of Rights Agreement Is Reached Between Us. When Either Of These Happens, These Rights Will Be Assigned To You By Formal Notice. Once This Happens, You'll Own The Intellectual Property We Have Created.

We Love To Show Off Our Work And Share What We've Learned With Other People, So We Reserve The Right, With Your Permission, Which Is Hereby Granted, To Display And Link To Your Project As Part Of Our Portfolio And To Write About It On Websites, In Magazine Articles, Press Releases, And In Books, Etc.

Payments

We're Sure You Understand How Important It Is As A Small Business That You Pay The Invoices That We Send You Promptly In Order To Maintain Services. Billing Is Generally Via PayPal Or Similar Electronic Method. Remittance Can Be Via Credit Card Payments Or Via Check. You Agree To Stick Tightly To The Agreed Payment Schedule To Avoid An Interruption In Service.

Time May Change Things:

The Only Constant In Our Day And Age Is Change. Technology And Standards May Change Over Time Due To Advances In Industry Standards Or Practices, Security Updates, Or Other Events Beyond Our Control. Our Services, Processes, Terminology, Methodology, Or Delivery And Execution Particulars May Change Over Time As A Result.

Such Changes Will In No Way Compromise Our Effort To Fulfill The Material Goals And Workmanlike Spirit Of Our Obligations Under This Agreement.

We Intend To Provide Great Service Even If Evolves Over Time.

Other Issues:

Schedule And Estimates Are Subject To Best Efforts And May Vary From Time To Time Depending In Part On Client Availability And Participation, Acts Of God, Or Other Unforeseen Events. All Estimates Are Approximate. Work To Be Performed Will Be Done In Workmanlike Manner With Ordinary Care According To Industry Standards And Practices Informed By Traditional Marketing, Digital Marketing And SEO Experience That Are Generally Recognized As Appropriate And Likely To Be Successful. Additional Hours Or Services May Be Authorized By Mutually Agreed Change Order With Separate Quote.

More Legal Stuff

We Can't Guarantee That Our Work Will Be Error-Free So We Can't Be Liable To You Or Any Third-Party For Damages, Including Lost Profits, Lost Savings Or Other Incidental, Consequential Or Special Damages. Clients Are Responsible For Proofreading And Error Checking Before Final Approval. During And After Initial Design, Our Work Will Be Subject To Many Vagaries Of Technology And Internet Reliability Or Lack Thereof. If You Notice A Problem, Please Advise Immediately. If It Is Under Our Control and Within Scope Of Our Agreement Then We Will Fix It Promptly.

Dispute Resolution

You And We Agree That Any Disputes Must Be Submitted To Arbitration By A Member Of The American Arbitration Association Before Any Lawsuit Shall Be Filed In Any Court Of Law.

Binding Contract

Although The Language Of This Agreement Is Simple, The Intentions Are Serious And This Contract Is A Legal Document Enforceable Under Exclusive Jurisdiction Of Ohio Law.

Severability

Finally, If Any Provision Of This Contract Shall Be Unlawful, Void, Or For Any Reason Unenforceable, Then That Provision Shall Be Deemed Severable From This Contract And Shall Not Affect The Validity And Enforceability Of Any Remaining Provisions.

For Reference: Our General Rates At This Time:

- \$ 50/Hour On Retainer Marketing Services Agreement Contract Of \$1000+
- \$ 75/Hour On Retainer Marketing Services Agreement Contract \$500 \$999
- \$ 100/Hour On Emergency Or Ala Carte Services Not Covered By Retainer

What's Not Included In Our Quotes:

Web Design / Development Industry Practices: Domain Registration, Web Hosting, Email Marketing Services, Third Party DNS Management, Out Of Pocket Costs For Images, Videos, Third Party Applications, Custom Programming, Texting Interfaces, Email Campaign Management Services And The Like Are Not Included In Website Design Quotes.

We Prefer Domain Registration, DNS Management, Web Hosting, And Email Services Be Done Through Us (At Our Extremely Competitive Rates) So That Our Work And Your Results Are Not Subject To Failure by a Third Party Service Or Third Party Server Configuration Changes.

Our Current Rates For Services Not Included:

- Domain Registration / DNS Service is \$14.99 / Yr / Domain
- One Web Site Hosting & Email w/ 10 Addresses is \$14.99 / Mo / Domain
- Multiple Web Site Hosting & Email, Up to 1 GB Total is \$24.99/mo

•

otices:
Il Official Correspondence Regarding This Contract Should Be Via Email As Follows:
s: Lonndugan@Gmail.Com
ou:
ut Where's All The Horrible Small Print?
We Think This Is A Simple But Fair Agreement. We Try To Avoid Horrible Small Print. et's Just Agree That You Can't Transfer This Contract To Anyone Else Without Our ermission. This Contract Remains In Place Until Cancelled or Terminated, Meaning It utomatically Renews With Any Additional Change Orders Or Future Orders.
greed And Signed By Us Date
greed And Signed By You Date
veryone Should Sign Above And Keep A Copy For Their Records So They Can Refer To It Needed.
lease complete Client Data Sheet and Client Discovery Form On Following Pages To elp Us Serve You Better.

Client Data Sheet

Client Name				
Best Phone #			Contact 	
Address			Tel no. 	
			PayPal 	
			Email 	_
Invoice Address			-	
Start Date	[]	– Est Finish Date	[]
Client Login Fo		Domain Regi	strar Changes, Web	Sites, Providers, Social
Domain/DNS/l	JRL/Website	Login		Password



Discovery Questionnaire For Client: The Schaibley Co

Note: Some Questions May Not Be Relevant For Your Particular Business. You May Skip Those You Do Not Feel Are Relevant, But The More Information You Provide, The More Likely We Can Produce The Results You Desire.

Date Completed
Legal Name of Business and Organization (Corp, LLC, Sole Proprietership, etc.)
Tag Line Or Slogan ?
Physical Address:
Best Phone # And Email Address:
Years In Business:
Have You Worked With A Marketing Company Or Consultant Before? Past Experience Good Or Bad? Fears? Hopes? Any Questions Or Concerns?

What Is Your Elevator Pitch, A 30 Second Or 1 Minute Description Of What You Do That You Would Share With A Person Who May Need, Or Know Somebody Who Needs Your Help That Would Make Them Want To Know More?
List Key Elements Of Pride, Favorite Success Stories For Your Business
List Any Particular Failures Or Efforts That Did Not Go Well That You Might Like To Revisit Or Want To Avoid In The Future? Lessons Learned?

What Are The Primary Immediate Business Needs Or Goals / Short Term (Up To 1 Year)
What Are Your Long Term Goals For 2, 3, 4, 5 Years From Now?
List Important Products / Services, Eg: Seller Services, Buyer Services, Other Services Product / Service / Or Category Percent Of Sales / Priority For Future Growth
List Most Important Geographic Area Served, Cities You Would Like To Target, Counties, States, Countries

You Work Best With? Who Is Most Able To Pay What Your Products Or Services Are Worth?
Are There Any Client Types Do You Want To Avoid?
What Are Some Of The Ways Customers Or Clients Find You At Present? Please Include Notes About Which Ways Work Best? Which Ways Cost The Most? Which Ways Cost The Least? Which You Want To Increase? Any You Want To Decrease?
What Is The Typical Sales Process/Cycle? Eg: Customer Visits Web Site, Or Calls, Or Fills Out A Form, Requests Free Or Paid Appointment, Requests Consultation And Advice Before Making Buying Decision, Or Customer Or Visits Location And Makes Self Service Selection From Existing Products And Services, Other?

Which Sales Process Is Most Preferable Or Most Desired In The Future?
Do You Offer Any Special Promotions To New Customers? If So, What Are They?
Who Is Your Primary Competition? How Do They Attract Customers? Why Would Customers Choose Them Instead Of You?
Why Would Your Customers Choose To Buy From You Over Your Competitors?

Formal, Informal, Traditional Or Online?
Do Have Preferred Marketing Colors, Fonts, Imagery, Logo(s), Sales Copy? Please Describe
How Much Attention Have You Devoted To The Following Marketing Issues? Please Rank From 1-10 With 1 Being None And 10 Being Extensive Work:
Annual Marketing Plan Customer Acquisition Strategy
Branding Imaging Identity Positioning
Value Proposition Messaging Advertising And Promotion
Which Issues Do You Most Want To Work On In The Future? Rank From 1-10 With 1 Being None And 10 Being Extensive Work:
Annual Marketing Plan Customer Acquisition Strategy
Branding Imaging Identity Positioning
Value Proposition Messaging Advertising And Promotion

Marketing And Advertising Channels Used

Please Circle And Make Notes Regarding What Business Generating Methods You Have Used Or Are Using. For Each Answer - Why Or Why Not?

Method Tried	Worked	Failed	Current	Desired	<u>Notes</u>
Radio					
Television					
Print					
Direct Mail					
Advertising					
Publicity					
Video					
Internet					
Social Media					
Seminars					
Networking To Build Referrals					
Word Of Mouth					
Other?					
Notes:					

Current Annual Marketing / Advertising Budget Current Budget And Distribution Across Marketing Mix
What Is The Average Value To You Of A Customer (Sales And Profit)?
Lifetime Value Of Your Average Customer? (Any Referrals Or Repeat Business?)
Have You Ever Calculated, Based On Average Value Of A Sale, And Lifetime Value Of A Customer, What Is A Reasonable Customer Acquisition Cost?

Materials / Files You Can Provide

Please Indicate What You Can Provide For Us To Work From By Circling Them And Making Notes Below And Then Send Digital Copies If Possible Or Assemble Hard Copy For Us To Review.

Logos, Branding Images, Photography, Literature, Handouts, Presentations, Advertising Materials, Copy, Messaging Discussion Points.

SEO / PPC Keyword Worksheet

Please Make A List Of As Many Internet Keywords That You Think Prospects Might Use If Searching Google For Products And Services Such As Yours. For, Example "Toledo Chiropractor" Or "Toledo Auto Mechanic", Or "Management Consulting In Northwest Ohio". List One Keyword Or Multiple Keyword Search Phrase Per Line.

Domains, Urls, Social Media Accounts Owned and/or In Use

Current Marketing Website(S) Url, Username, Password
Domain Registrar, Username, Password
Any Other Hosting Usernames, Passwords
Other Useful Usernames, Passwords