

David Howse Marketing Ltd.
 256 McKerrell Way SE
 Calgary, AB T2Z 1P7
 Tel: Calgary: (587) 350-1082
 david@davidhowsemarketing.com
 www.CalgarySalesTeam.com.com

Marketing Proposal


XXXXXXXXXX
 Date: xxx xx, xxxx

Billing Address:		Shipping Address:	
Company:		Company:	
Name:		Name:	
Address:		Address:	
City/Prov/PCode		City/Prov/PCode	
Telephone:			
Email:			

Shipping Method:

Order Information:

Qty	Product Description	Amount Each	Amount
1	Calgary Sales Team Setup	\$500.00	\$500.00
1	50 Hours Cold Calling	1000.00	1000.00
1	Leads List @ \$0.10 to \$.30 each	TBD	TBD
	Client may provide own leads list		
		Sub Total:	TBD
		GST:	
		Shipping:	
		Grand Total:	
		PAID TO DATE:	
		AMOUNT OWING	

Amount to be determined 

Notes:

Thank You very much for your business!

PLEASE SEE TERMS ON THE FOLLOWING PAGES.

GENERAL CONTRACT FOR SERVICES

This Contract for Services is made effective upon payment of this invoice, by and between _____ of _____ (Client), and David Howse Marketing Ltd. of 256 McKerrell Way SE, Calgary, Alberta T2Z1P7.

1. DESCRIPTION OF SERVICES. Beginning within fourteen days after payment of this invoice and completion of 1.2 immediately below, David Howse Marketing Ltd. will provide to Client the following services (collectively, the "Services"):

Various Marketing Services including Telephone Appointment Booking and Leads Generation.

The process will be:

1.1 Client pays the initial \$1500 plus any agreed upon fees and tax.

1.2 David Howse Marketing Ltd. along with the Client create a sales script for calling. The script may change at any time to allow for good communication with the business being called.

1.3 David Howse Marketing Ltd. will open a Dropbox folder to which David Howse Marketing Ltd and its employees or agents and Client will be invited to join.

1.4 David Howse Marketing Ltd., if required, creates leads list. Otherwise, Client provides David Howse Marketing Ltd. with a leads list. The leads list is a contact database in Excel.

1.5 David Howse Marketing Ltd's employees or agents call from the leads list.

1.6 David Howse Marketing Ltd's employees or agents record findings of call in to Excel, save Excel file in to drop box.

1.7 David Howse Marketing Ltd's employees or agents will save relevant phone calls in digital format to Dropbox.

1.8 David Howse Marketing Ltd's employees or agents will email client with call summary for each day highlighting calls that Client should follow-up on.

1.9 Repeat this process as required until pre-paid hours are used or Client requests this process to stop or as noted below in the following points.

If David Howse Marketing Ltd. creates a leads list then both Client and David Howse Marketing Ltd. own the database at all points of this process.

2. PAYMENT. Payment shall be made to David Howse Marketing Ltd., Calgary, Alberta T2Z1P7, in the amount of \$1,500.00 plus any listed fees plus GST upon executing this Contract.

In addition to any other right or remedy provided by law, if Client fails to pay for the Services when due, David Howse Marketing Ltd. may cancel this Contract.

3. TERM. This Contract 60 hours of marketing and cold calling services will be made from fourteen days after payment of this invoice to twenty-eight days after payment of this invoice. This term may

be extended should either party believe a delay of up to a maximum of 14 additional days to perform this contract would improve the quality of workmanship. If less than 60 hours of marketing and cold calling services are made then Client shall receive a refund prorated at \$20 per hour up to a maximum of \$1000.

4. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

5. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

6. **ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with normal practice among Alberta's professional business community. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any Alberta court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

7. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

10. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the Province of Alberta

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

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