



# IJA Website Design and Consolidation Proposal

**Prepared For**

Nathan Wakefield  
International Jugglers' Association

**Created By**

Scott Reynolds  
The Get Smart Group, LLC  
415-800-2040  
scott@thegetsmartgroup.com  
<http://www.TheGetSmartGroup.com>

## Introduction to The Get Smart Group

Nathan,

The Get Smart Group is submitting this proposal based on your “Call for Marketing Bids” request for proposal document. Based on what we have reviewed there along with discussions with members of the IJA website team, we have prepared this document for your review.

The details are in the Project Overview and Scope section and the billing terms follow.

Let us know if you have any questions.

## Project Overview and Scope

### Project Narrative

#### The Multiple Website Problem

The main issue at hand is that the IJA is currently operating three different websites and you’d like to combine a selection of pages into one consistent site:

juggle.org - This is the older, “main” website for the IJA

ym.juggle.org - This is the new website based on the Your Membership platform

ezine.juggle.org - This is a subsite for the ejuggle magazine/newsletter (Wordpress)

To begin, we would take an entire inventory across all three sites and use that information to create a new site map encompassing everything that the IJA wants to keep on the site. This process will involve the IJA website team through a few meetings to help us determine what stays and what (if any) is no longer needed on the site. (We can archive old pages for reference purposes).

Once the new site map has been determined, we will begin to migrate the retained information over to the new site, one section at a time. This content migration will be limited to 40 total pages, but we will train IJA staff on the process.

#### Copywriting and Cohesive Voice

During the process above where we are moving all of the pages and sections over to the new site, we’ll also review all of the copy and make it a consistent voice throughout the site. Currently, due to the numerous contributors over the years, the site has a lot of different writing styles and we’ll work with our copywriter to bring it all together and represent the brand well.

#### The *Your Membership* Platform

The new IJA site (ym.juggle.org) is hosted on a membership management platform called Your Membership. This platform has powerful tools for managing a large membership base, collecting membership fees and generally managing events. However, it is not the most robust Content Management System (CMS).

We will work within the confines of the platform to develop a comprehensive menu structure and design that won’t rely too much on custom coding. To do so, we’ll need full administrative access to

the site.

## New Site Design

The current site could use an improvement to the design. Working within the framework of the Your Membership platform, we'll create a world-class design based on discussions with your website team.

At a minimum, we'll design a new home page plus five individual page templates that can be used throughout the site. Page templates are specific designs for certain kinds of information. For example, a page template could be built for all of your events or perhaps a page with a sidebar.

In addition to the page templates, we will update your store with the re-designed colors and general theme. (Stores are unique formats that can't be edited as much as most pages).

The new design will include an updated color palette, custom iconography as well as a full style guide. Your new style guide will provide you with a basis for all further communications and designs. We'll include your color palette, fonts, examples of how to use the colors and more. Basically, you'll have a guide for any document you create in the future which will properly represent your brand.

Finally, we'll add up to 6 new pages of content based on meetings with your website team. All other pages will be migrated over from the existing sites with copy-refreshes as mentioned above.

**Example sites that we have developed include:**

[www.swim-fitness.com](http://www.swim-fitness.com)

<http://rampagerunfestival.com>

[www.legalresearchpros.com](http://www.legalresearchpros.com)

[www.oxygen365.org](http://www.oxygen365.org)

## Logo Refresh

Our full time graphic designer will work with you to do a light refresh on your current logo. When undertaking such a large project, and especially with a new style guide, it is always useful to do a slight update to an organization's logo. We're not talking about anything radically new, just a new set of eyes and a slight modification of the current logo.

## Analytics and Custom Audiences

Good analytics data is critical to running any successful organization. We'll make sure your site is being tracked properly in Google Analytics and also create custom audiences in both Google Adwords and Facebook Ads Manager in case you decide to run paid ads in the future.

## Specific Deliverables

We envision a four month total project, or 120 days until final launch. We'll have the site ready for board review and comment on day 90 with 30 days to incorporate any final changes. Below is a detailed list of deliverables and a payment schedule for each 30 day window.

### **Day 1 - 30% payment due to get started**

We'll kick the project off and complete the following items in the first 30 days:

- Develop a full site-map for the new site

Provide a google doc list of all current content pages with a legend so that the IJA team can tell us which pages to migrate over to the new site

Create 6 total page template designs that are compatible with the Your Membership platform. This includes the home page design.

Begin process of creating a cohesive voice for all copy.

### **Day 31 - 20% payment due**

Once the IJA team and board have had a chance to approve everything, we'll move ahead with implementation of the designs and site map. Over the next 30 days, we'll take care of the following:

- Build out the approved page template designs within Your Membership

- Add necessary pages to match the site map

- Migrate up to 20 pages of existing content into the new page templates

- Train IJA staff on how to migrate additional pages

- Complete the brand style guide for review

- Complete the logo refresh for review

- Continue editing copy with one voice

### **Day 61 - 20% payment due**

At this point we get into some heavy duty review and will likely slow down a bit to wait for IJA and board approval. However, there will be items that we're working on as we get feedback:

- Tweak page templates based on feedback

- Finalized style guide and logo refresh

- Migrate an additional 20 pages of content after ongoing IJA review

- Final page template design complete

- All content loaded and migrated

- Final copy edits / updates from our writer and IJA input

### **Day 91 - 20% payment due**

The site is now ready for a broader review by the board and carefully selected individuals. We're really in the tweaking phase at this point and are up to the following:

- Review any IJA migrated content

- Make final adjustments to design/layout/sitemap

- Training calls with key IJA staff

### **Day 120 - Launch and final 10% payment due**

## **Time & Costs**

### **Time & Cost Overview**

In this section we have outlined the specific details of what we'll be taking on for you. More details can be found in the Overview and Scope section of this proposal.

## Time Estimates and Associated Costs

Services	
<b>Total Project Amount</b>	<b>\$11,814.00</b>
Details in Project Narrative Section	

**Total cost: \$11,814.00**

## Billing Terms

### Terms and Schedule of Payments

International Jugglers' Association will pay The Get Smart Group as compensation \$11,814.00, per the Project Scope and Time & Costs Sections of this proposal. Additional work beyond this scope will be contracted separately.

All project payments are made monthly in advance to The Get Smart Group.

To get started with the scope of work contemplated in this proposal, International Jugglers' Association will pay The Get Smart Group according to the payment schedule contained in the Project Overview and Scope section of this document.

Final payment will be due on day 120 regardless of the status of the Board's review.

*Payments for services outside of this proposal will be paid in advance per our regular payment terms if you should like to add them at any time. Payment in full (unless otherwise determined and agreed upon) will be required to start each project.*

### General Billing Policies

Usage of The Get Smart Group products and services constitutes customer's acceptance of The Get Smart Group's billing policy. Following is The Get Smart Group's billing policy with which all customers must comply:

- All accounts are set up on a prepaid basis. Payment must be received by The Get Smart Group before any billable product or service is provided/activated.
- Customers are required to keep a valid credit/debit card on file to charge for recurring monthly subscription fees, fax or voice broadcast service fees and all email overage fees.

All international customers must pay by credit/debit card. The Get Smart Group does not accept international checks.

Subscription billing is based on availability of products and services, not based on usage.

All recurring subscriptions are automatically invoiced and charged to the credit/debit card on file.

Invoice and payment receipts are available to customers upon request.

### **Billing Cycle**

**Credit/Debit Card Billing:** All credit/debit cards are automatically charged on the customer's specific billing cycle date. If the credit/debit card is declined, The Get Smart Group will attempt to charge the card on file for 30 days.

**Late Fee:** All accounts more than 30 days past due may be assessed a late fee. No fewer than three attempts to contact the customer will be made before any late fee is assessed.

**Delinquent Accounts:** All accounts 30 days past due may be disabled until balances are paid in full. When disabled, all access will be suspended and data will be unavailable.

**Deactivation:** After an account is delinquent 60 days, it will be cancelled due to non-payment. Once cancelled, the customer will not be able to recover any files until the account is current. Application data will be stored for 90 days post cancellation. After that, application data will not be available. The account record and delinquent balance will be submitted to a third-party collection service.

### **Fees**

**Late Fee:** The Get Smart Group may assess a \$15.00 late fee for accounts 30 days past due.

**Chargebacks:** If a customer initiates a chargeback, The Get Smart Group may assess a \$50.00 processing fee for each individual chargeback.

**Returned Checks:** The Get Smart Group may assess a \$50.00 processing fee on all returned checks.

**Collections Fee:** In the event an account is submitted to a third-party collections service, a \$15.00 processing fee may be assessed to the existing account balance. This fee is in addition to any other fees previously assessed on the account.

**Interest:** Any charges not paid when due are subject to interest at a rate equal to the lesser of: (i) one and one-half percent (1.5%) per month; or (ii) the maximum interest rate allowed by applicable law.

### **Infusionsoft Kickstart Services**

To help you succeed and get the most from Infusionsoft, The Kickstart Service Bundle is mandatory for new Infusionsoft customers. Services must be used within 60 days from the date of purchase. Service fees are nonrefundable. In the event of cancellation, neither Infusionsoft nor The Get Smart Group will prorate any portion of unused service fees, and all outstanding invoices must be paid in full.

### **Subscription Billing**

Invoices are generated and payments are collected at the beginning of each billing period. Customer billing periods typically begin on the day of the month in which customers purchase their subscription. Customers may cancel their subscriptions at any time. In the event of cancellation, customers will still have access to their applications through the end of their current billing period. The Get Smart Group will not prorate any portion of unused subscription services. All subscription fees are nonrefundable.

### **Payment Methods**

The Get Smart Group accepts payments via credit/debit card. Payment by any other means, such as by check, is on a per-customer basis and must be agreed to by The Get Smart Group. Checks must be paid in U.S. dollars and issued from a U.S. bank. The Get Smart Group currently accepts American Express, MasterCard, Discover and Visa credit/debit cards.

### **Cancellations**

Cancellations must be done verbally through a representative of The Get Smart Group. Email requests to cancel do not constitute acceptance of any cancellation. Only verbal requests made with a representative of The Get Smart Group will create a cancellation request. Customers are encouraged to keep records of all cancellation communication. Cancellations will take effect on the last day of the billing period in which the cancellation request was received.

Closing an account with The Get Smart Group cannot be done by simply canceling the credit/debit card. The Get Smart Group will continue to treat this as an open account and the billing cycle will continue, resulting in a past due account that may be turned over to a third-party collection service. It is imperative that account cancellation is done by speaking with a representative of The Get Smart Group to ensure account closure.

Cancellation of an account does not dismiss outstanding invoices. At the time of cancellation, any outstanding balance must be settled. All cancelled accounts with an outstanding balance may be automatically turned over to a third-party collection service.

### **Billing Disputes**

As a current or prior customer of The Get Smart Group, each customer agrees to provide The Get Smart Group 90 days to attempt settlement of any billing dispute before disputing with any third-party credit/debit card company or bank. The Get Smart Group must be the first option in billing disputes. Should The Get Smart Group receive a chargeback from a third-party credit/debit card company or bank on the customer's behalf before The Get Smart Group has been given a chance to resolve the issue, The Get Smart Group has the right to collect on the rendered services and any fees associated with those disputes. Regardless of the outcome of the chargeback, The Get Smart Group retains the right to collect on any rendered services or fees that are due. The Get Smart Group will submit any disputed amounts to a collection agency. Once a chargeback has been received, The Get Smart Group will immediately suspend the account until the matter is resolved.

### **Refunds**

Subscription and Service fees are nonrefundable.

If your project scope includes Infusionsoft, please refer to the link below for the Infusionsoft Billing and Legal Terms.

<http://www.infusionsoft.com/legal/billing-policies>

## **Sign below to indicate agreement with our Billing Terms**

Signed by:

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International Jugglers' Association

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Date

# Contract & Agreement

## Consulting Agreement Legal Terms

### **PARTIES TO AGREEMENT**

#### **CONSULTANT:**

The Get Smart Group  
Box 1027 / 1211 S. Main St. Suite 250  
Angels Camp, CA 95222  
415-800-2040

#### **CLIENT:**

International Jugglers' Association  
Nathan Wakefield  
PO Box 580005  
Kissimmee, FL 34758

### **DESCRIPTION OF SERVICES**

Beginning on May 18, 2024, The Get Smart Group will provide to International Jugglers' Association the services that have been described in this proposal (collectively, the "Services"):

### **TERM**

This Contract may be terminated by either party upon 30 days prior written notice to the other party. An email notice by one party will suffice.

### **WORK PRODUCT OWNERSHIP**

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by The Get Smart Group in connection with the Services will be the exclusive property of International Jugglers' Association.

### **CONFIDENTIALITY**

The Get Smart Group, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of The Get Smart Group, or divulge, disclose, or communicate in any manner, any information that is proprietary to International Jugglers' Association. The Get Smart Group and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by International Jugglers' Association of these confidentiality obligations which allows The Get Smart Group to disclose International Jugglers' Association's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Confidential items include, but are not limited to:

PPC Keywords  
SEO Strategies  
Landing Pages  
Sales scripts & training materials



Email content, sequences and general marketing strategy

Notwithstanding the above, The Get Smart Group may use anonymized versions of work product as part of our sales or training materials provided that such materials are generic and do not divulge the original client.

## **COMPENSATION & BILLING TERMS**

Compensation and Billing Terms details are contained in the Billing Terms section of this proposal.

## **OUTSIDE EMPLOYMENT**

During the term of this Agreement, Consultant may be engaged by one or more other institutions for his expertise. It is fully acknowledged by International Jugglers' Association that Consultant may be contracted by similar companies who may be competitive with International Jugglers' Association.

## **RECORDED AND STORED COMMUNICATIONS**

Email and telephone shall be the primary method of communication between The Get Smart Group and International Jugglers' Association. All telephone conversations and meetings will be recorded and stored for purposes of clarity, training and dispersing key information to The Get Smart Group team. Email communications will also be kept for a period of at least three years following the termination of this agreement. Should it become necessary, all stored communications may be used in the course of settling a dispute between the parties.

## **USE OF CLIENT NAME FOR MARKETING PURPOSES**

International Jugglers' Association agrees that The Get Smart Group may use client's company name and website address in The Get Smart Group's marketing materials including websites, brochures, emails and any other marketing communication deemed necessary by The Get Smart Group.

## **DEFAULT**

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due.
- The insolvency or bankruptcy of either party.
- 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.
- The failure to make available or deliver the Services in the time and manner provided for in this Contract.

## **REMEDIES**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ten days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

## **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, or other labor disputes, or supplier failures. 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.

## **ARBITRATION**

Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. 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 within 150 miles of San Francisco, CA. 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 California 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.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL THE GET SMART GROUP BE LIABLE TO YOU FOR ANY LOST PROFITS, LOST SAVINGS OR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE PRODUCT(S) DELIVERED OR THE BREACH OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, TOTAL LIABILITY WILL BE LIMITED TO FEES PAID TO THE GET SMART GROUP.

## **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.

## **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.

## **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.

## **GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of California.

## 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.

## 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.

## Sign below to indicate agreement with our Legal Terms

Signed by:

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International Jugglers' Association

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Date

## Let's Get Started!

To get started on this scope of work we need the following items:

1. Signature on all signature pages of this proposal. This can be done electronically or printed, scanned and emailed back to us.
2. Payment of the 1st payment due via check image or a wire transfer.

Mail a check to:

The Get Smart Group  
PO Box 1027, Angels Camp, CA 95222

We can accept credit card payments for an additional 3.5% fee.

***Please note that we will not begin work on your project until your check has been deposited in our bank.***

## ***SIGN BELOW TO INDICATE OVERALL AGREEMENT WITH THIS PROPOSAL***

Signed by:

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International Jugglers' Association

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Date