



**VIDEO**  
*production*

**PHOTOS**  
*photography*

**GRAPHIC**  
*design*

**WEB**  
*design*

# *Patient Intake*

*document*



**BCCPA Project:**

Website Fast Action Rx Plan

**Patient Name:**

Daniel Fontaine c/o Keivan Hirji

**Date:**

June 2, 2015

**BALLISTIC ARTS MEDIA STUDIOS INCORPORATED**

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

#110 – 250 Schoolhouse Coquitlam, BC, V3K 6V7

Office: 604 553 1081 | Fax: 604 553 1227

[clinic@ballisticarts.com](mailto:clinic@ballisticarts.com)

PATIENT

**Daniel Fontaine - BC Care Providers Association**

738-4710 Kingsway, Burnaby, BC, V5H 4M2

604-736-4233 - dfontaine@bccare.ca

Section one.

## 01. PRIMARY MARKETING HEALTH CONCERN

- ✓ The website will be converted into mobile responsive technology which will allow for the website to automatically adjust its graphics and menu items to fit the width of any given mobile device (tablet or mobile phone, be it horizontal or vertical). Our stats show that more than 30% of users for business-to-business organization websites are on a mobile device when accessing the internet;

### Ballistic Arts Additional Marketing Health Objectives:

- ✓ Create a long-term working relationship with the BCCPA to help assist in future Prescription Plans in website projects, photography, video production, and graphic design work;
- ✓ Assist on future improvements by making suggestions on the latest web technologies to help better market the BCCPA;
- ✓ Provide honest feedback and insights from a design and usability standpoint since Ballistic Arts has had extensive experience in the website design business.

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Section two.

## 02. PRESCRIPTION PLAN

### Ballistic Arts Mobile Responsive Conversion: The cure for what ails you.

<b>BCCPA – Mobile Responsive Conversion</b>	
Responsive Website Concept Development and Design <ul style="list-style-type: none"> <li>o 2-3 mock-ups + up to 2 revisions.</li> </ul>	
Responsive Website Programming <ul style="list-style-type: none"> <li>o Program the entire website so that it automatically readjusts graphics, content, fonts, and graphics to the width of the browser window (desktop, mobile, tablet).</li> </ul>	
<b>BCCPA – Mobile Responsive Conversion</b>	<b>\$2,640.00</b>

- o Content, additional logos, pictures, and videos to be provided with permission by patient.
- o Domain name purchasing and website hosting costs not included.
- o WordPress minimum hosting system requirements: PHP 5.2.4 and MySQL 5.0.
- o Internet Explorer 8 and under not supported (approximately 2% of viewers in the US).

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Section three.

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## 03. POLICIES:

### WEBSITE HEALTH CHECK-UPS:

While website health check-ups are optional for patients, Ballistic Arts does recommend it to keep your website working in optimal capacity.

Check-ups are conducted every 2 to 3 months, depending on the patient's preference.

#### Service 1 - \$250:

- Back-ups, Deadlink or image search fix, Google Analytics report

#### Service 2 - \$250:

- Back-ups, WP Maintenance, Google Analytics report

#### Service 3 - \$500:

- Back-ups, Password Change, WP Maintenance, Deadlink or image search fix, Google Analytics report, Technology suggestions

Service rotation pattern: Service 1 > Service 2 > Service 1 > Service 3 > Service 1 > Service 2 > etc.

### TIME-FRAME:

Changes in the delivery date may affect the price. However, circumstances that delay approvals for the quote, drafts and mock-ups not caused by Ballistic Arts Media Studios Inc. (Ballistic Arts) will affect this delivery date. Ballistic Arts reserves the right to change the delivery date if such circumstances arise.

### RE-ACTIVATION FEE:

If patient leaves project (prescription plan) inactive for a period of 14 (fourteen) days without any communication to Ballistic Arts, any previous timeline estimates become void. After 30 (thirty) days without any communication to Ballistic Arts, the prescription plan will be considered dormant. A dormant prescription plan will be considered closed until patient reactivates it. Monies previously provided are non-refundable. Dormant prescription plans are subject to a re-activation fee before new procedures are considered.

### PAYMENT & CANCELLATION POLICY:

For Prescription Plans under \$3,000: Payment is to be paid in full prior to commencement.

For Prescription Plans over \$3,000: 50% of the agreed-upon amount is to be received prior to the Prescription Plan start. 50% will be paid at an agreed upon halfway point in the Prescription Plan. The cancellation of the signed agreement must be provided in writing. A cancellation fee (25% of the approved Prescription Plan price or work done to date (whichever is greater)) will be paid by BCCPA if the agreement is signed and then cancelled.

RUSH payment policies:

- If patient is a completely brand new patient, we must receive FULL payment before start.
- If it's a pre-existing patient IN GOOD STANDING, 100% of the invoice will be issued NET 14 days.
- If it's a pre-existing patient NOT in GOOD STANDING, then we must have FULL payment before start.

A RUSH project is determined by either of these factors: if the deadline is in 2 weeks or less; or if the deadline is 50% or less of what a normal timeline is stipulated in our Treatment Process section.

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The above-indicated prices do not include taxes. Patient will be notified if Ballistic Arts finds it necessary to incur additional charges for additional Prescription Plans. Additional service charges are to be approved by the patient prior to commencement of further treatment.

If patient has not signed contract in 30 days, pricing may be considered void.

## **TERM, SUSPENSION & TERMINATION**

Patient acknowledges and agrees that Ballistic Arts may restrict, suspend, or terminate any or all service(s) in this agreement, without liability if the patient:

- Breaches the agreement, including non-payment;
- Harass, threaten, and/or abuse employees or agents of Ballistic Arts;
- Fraudulently or improperly seek to avoid payment.

Ballistic Arts retains the right to terminate services if we reasonably believe that there is an emergency or extreme circumstance that would warrant such action. Ballistic Arts agrees to provide patient ample written warning, in the form of electronic communication, the intent to terminate service(s) before such actions are to take place and that a fair settlement of payment of service(s) rendered will be negotiated.

## **WORDPRESS INSTALLATION (FOR WORDPRESS WEBSITES ONLY):**

Cost associated with the installation of WordPress varies with different hosting providers. Some hosting providers will allow access to an administrative area of their web server and if the login and password are provided to Ballistic Arts then Ballistic Arts will be able to perform the installation of WordPress at no additional cost.

However, some hosting providers do not offer this service and there may be an additional cost for providing dynamic hosting as well as for the installation of WordPress. This quote does not include costs associated with the setting up of WordPress on web hosts that do not provide access to an administrative area where Ballistic Arts can set-up WordPress manually.

## **WORDPRESS UPGRADES (FOR WORDPRESS WEBSITES ONLY):**

Periodically the developers of WordPress will release a new version of the WordPress software. An upgrade is not necessary to run a WordPress site hosted independently on a web server. An upgrade may be necessary when installing new features to the WordPress site if those features are released after the release of a WordPress upgrade. If patient requires an upgrade of WordPress then a fee will be charged by Ballistic Arts or the company hosting the site, at that time.

## **WORDPRESS GUARANTEES (FOR WORDPRESS WEBSITES ONLY):**

Ballistic Arts cannot guarantee the quality, stability, and/or functionality of any product created by/provided by the developers of WordPress and the developers of WordPress components (plug-ins). WordPress is provided as a GNU General Public License free software and as such the developers of WordPress and its component(s), as well as Ballistic Arts cannot provide any warrantee or guarantee with this free software.

## **OWNERSHIP OF ARTWORK & RIGHTS TRANSFERRED:**

Ballistic Arts retains full copyright of completed work until payment has been made in full. Once Ballistic Arts has received payment in full, patient receives full rights to completed works. Ballistic Arts retains the rights to use the completed Prescription Plan and any preliminary designs for the purpose of design competitions, future publications on design, and the marketing of the Ballistic Arts Media

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Studios Incorporated. Where applicable patient will be given any necessary credit for usage of the Prescription Plan elements. Note: **Any transfer of rights is conditional on receipt of full payment.**

## CONDITION OF INSTRUCTIONS

Upon receipt of but not limited to, original copy or manuscript(s), graphic(s) and photograph(s), should it be evident that the condition of the instructions differ from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

## ADDITIONAL REVISIONS

Additional revisions represent work performed in addition to the original specifications. Such additional work shall be charged at current rates and be supported with documentation upon request. No additional payment shall be made for changes required to conform to the original assignment description.

## PREPARATORY MATERIALS

Preparatory work performed at the patient's request, such as, however not limited to, sketches, drawings, composition, and materials will be charged at current rates if not included in quote already, and may not be used without the consent of Ballistic Arts. Preparatory work is solely for the patient to review and cannot be used as final work for public or private display.

## PRODUCTION SCHEDULES

Production schedules will be established and adhered to by patient and Ballistic Arts, provided that neither shall incur any liability or penalty for delays due to, and not limited to, labour disputes, energy failure, equipment breakdown, delays of supplier(s) or carrier(s), action of government authority and other causes beyond the control of patient or Ballistic Arts. The final delivery date(s) will be subject to renegotiation if patient does not adhere to the production schedule.

## DISCLAIMER OF WARRANTIES

Ballistic Arts hereby disclaims any and all implied warranties of merchantability and/or warranties of fitness for particular purpose. In no event shall Ballistic Arts be liable for any person and/or entities consequential and/or incidental damages.

## PRE-AUTHORIZATION

Ballistic Arts agrees to undertake the operation cost(s) of equipment and personnel used for the sole purpose of producing work(s) in accordance with this contract using equipment Ballistic Arts will supply. Ballistic Arts then agrees to deliver the work(s) in the format(s) as agreed to in the contract.

Patient hereby agrees that Ballistic Arts will strictly be liable only for the full amount of payment as agreed to in the contract. In the case that patient is not satisfied with the final product or believe that the full extent of service(s) required were not fulfilled patient is entitled to and only entitled to a full refund of the entire amount of payment(s) solely for this work. Patient is solely responsible for securing the rights to the use of any and all content(s) to be used in the work(s), and not limited to, logo(s), trademark(s), photograph(s), title(s), and name(s) that are associated with patient. Further, that Ballistic Arts is responsible only for the production of the work(s) as requested by patient and that this is the full and complete relationship between Ballistic Arts Media Studios Incorporated and patient. The work(s) are created in accordance to the specification(s) provided by patient and hereby releases Ballistic Arts Media Studios Incorporated from any further consideration(s) and action(s) relating to the works) and its content(s).

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## INDEMNITY AGREEMENT

Patient indemnifies and holds Ballistic Arts Media Studios Incorporated harmless for any actions or statements on the part of patient to any party whomsoever.

Patient further agrees to indemnify and hold harmless Ballistic Arts Media Studios Incorporated for claims of any nature whatsoever pertaining to the services and goods provided. This includes the loss of customer furnished proofs and materials, missing projected deadlines set for the completion of work, and loss of any information stored in Ballistic Arts Media Studio Incorporated's computers. Additionally, this Indemnity Agreement includes claims relating to any software or other copyrightable materials furnished by patient, and from any and all copyright claims and/or misappropriations of trade secrets and/or any claim of theft of proprietary information.

## PROOFS

A proof form will be supplied with the proof and must be initialed by patient. In the case that the proof was delivered electronically a return electronic mail will be considered a confirmation from patient. If revised proof(s) are desired, request must be made when proof(s) are returned. The maximum number of additional requests for proof(s) is 2 on top of the first delivered and can push back the delivery date of the final product. A reasonable variation in colour between colour proofs and the completed job shall constitute acceptable delivery. Ballistic Arts Media Studios Incorporated cannot be held responsible for errors under either or both of the following conditions: if patient has failed to return proof(s) with indication of changes or if patient has instructed Ballistic Arts Media Studios Incorporated to proceed without submission of proof(s).

## BUDGET

The budget provided by Ballistic Arts Media Studios Incorporated will detail all expenses to be reimbursed by patient for the purpose of completing this assignment. Any changes required to the budget must be written, this including electronic mail, and submitted to Ballistic Arts Media Studios Incorporated 15 (fifteen) days prior to the completion of the assignment or the use of the material(s) and/or labour directly affected by the change required. Ballistic Arts Media Studios Incorporated reserves the right to reject any change(s) by patient to the original budget if the change(s) affect work already completed by Ballistic Arts Media Studios Incorporated. Any changes required by Ballistic Arts Media Studios Incorporated to the budget must be written and submitted to patient, this including electronic mail, 15 (fifteen) days prior to the completion of the Prescription Plan. Patient reserves the right to reject any change(s) to the original contract except for material cost(s). Before any work is to begin on the part of Ballistic Arts Media Studios Incorporated the first payment is required and patient hereby agrees that the first payment is non-refundable. For material costs over \$100.00 (one hundred dollars) a down payment of 50% is required.

## PAYMENT TERMS

Deposit invoices must be paid immediately prior to the commencement of a Prescription Plan. All other invoices shall be paid immediately upon receipt. Claims for defects, damages, or shortages must be made by patient in writing within a period of 30 (thirty) days after delivery of all or any part of the order. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions, and specifications.

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### THIRD PARTY SHIPPING

In the event any material necessary for the production of patient order must be shipped to a third party for additional work, Ballistic Arts Media Studios Incorporated will incur no liability for losses incurred in transit or due to the delay of the shipper of the third party.

Patient has read and accepts the Policies, Ownership Agreement, and Terms and Conditions of this Contract. In witness whereof the parties hereto have agreed to and execute this agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



Ballistic Arts Media Studios Inc.  
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CEO

BC Care Providers Association  
Daniel Fontaine  
CEO

Patient approval initials here: