



# Setting Sun Patios & Decks Digital Marketing

June 26, 2025

Lion Tree Group  
Document Sender : Burt Cavanaugh  
Signer: Burt Cavanaugh



# Setting Sun Patios & Decks Digital Marketing

This Agreement is made effective as of 06/26/2025, by and between

## **Setting Sun Patios & Decks**

**PO Box 28677**

**Raleigh, NC 27601**

("Client")

and

## **Lion Tree Group, LLC**

**10 Terrace Court**

**Suite 200**

**Madison, WI 53718**

("Consultant")

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant". Consultant will be providing marketing related services. Client remains responsible for all of their final decisions. Client desires to have services provided by Consultant. Therefore, the parties agree as follows:

## **DESCRIPTION OF SERVICES**

Beginning on or before **July 1st, 2025** Consultant will begin providing the following services (collectively, the "Services") and Assist Client as they seek to accomplish any of the following:

### **GOOGLE DIGITAL ADVERTISING**

**\$1,200 one-time setup fee**

**\$350/month management fee**

- Digital ad management
- Location Targeting
- Audience Creation
- Retargeting
- Click protection (average \$300-\$500/month savings on spam clicks)

*Does not include ad spend.*

### **ORGANIC SEO BUILDING \$650/month**

- Location focused
- Keyword research
- Title tag & meta tag adjustments
- Internal link building (cross-linking)
- Content and tag editing & optimization
- 1 unique SEO optimized blog posts per month

### **PAID SOCIAL MEDIA \$650/month**

- Up to 4 sponsored posts per month
- Ad management up to 2 platforms

*Does not include ad spend.*

### **Additional**

- Agency dashboard setup to track social and website conversions, traffic and post performance (sponsored and non-sponsored).
- Paid Social Media and Organic SEO can be alternated to allow for one-time social ad setup.
- **Ad spend combined with services not to exceed \$3,000/month.**

- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant and agreed upon by client. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.



3. **PAYMENT** - Client shall pay a monthly payment of **\$3,000/month for 6 months** starting at the time of signing this contract to manage the recommended placements and monthly budget outlined above. Any additional work requested beyond our listed services above to be billed separately.
4. **CLIENT RESPONSIBILITY.** Client is responsible for any photography, video, any direct marketing expenses such as direct media invoices and digital and social media ad invoices. Client shall also be responsible for reimbursement for additionally approved purchases, such as any printing cost or additional advertising costs.
5. **TERM/TERMINATION.** Term of the agreement is 6 months. Additional term to be added under new agreement.
6. **REPRODUCTION OF WORK.** The Client assumes full reproduction rights and ownership of all advertising files upon fulfillment of this agreement. Lion Tree Group, LLC retains personal rights to use the completed design and any preliminary designs for the purpose of design competitions, future modifications and use of the design, educational purposes and the marketing of the Lion Tree Group, LLC business.
7. **FILE STORAGE.** As a complimentary service to the Client, duplicate files will be stored on Consultant's computers. Neither Lion Tree Group, LLC nor its employee(s) are responsible for files lost due to external forces beyond our control.
8. **REJECTION/CANCELLATION OF PROJECT.** The Client will not unreasonably withhold payment for the Services. If, prior to completion of any of the Services, the Client objects to or disagrees with the marketing/design plan, Consultant must be promptly notified and given reasonable time to make Client's desired changes. If Client rejects a completed design or cancels a design during its execution, Client will be responsible to pay Consultant for the labor and other expenses associated with that project to date. This will be charged to the client at a cost of materials plus 50% mark-up and labor billed at **\$175** per man per hour. All elements of the canceled design, including electronic files, must be returned to the designer and copies shall be destroyed by the client. Any usage by the Client of Consultant's rejected print designs, digital designs, and pictures will result in appropriate legal action. Client will bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract or in which Consultant may become a party by reason of this contract.
9. **FINAL RESPONSIBILITY.** The Client will be responsible for final proofreading and will be required to verify in writing or via email stating that the design is either: approved as is (ready for file transfer and/or reproduction), approved with changes (change, then ready for file transfer and/or reproduction), or additional proofing is required. If additional proofing and changes are required, Client will need to re-verify before the design is finalized. Client's signature or email approval releases Consultant from any and all liability in connection with errors (spelling or design) or omissions on the final project.
10. **COPYRIGHTS AND TRADEMARKS.** The Client represents to Consultant and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, and/or other artwork furnished to Consultant for inclusion in the project are owned by the Client, or that the Client has permission from the rightful owner to use each or any of these elements, and will hold harmless, protect, and defend Consultant and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
11. **ADDITIONAL WORK.** If the Client requests additional work not outlined in this agreement, and the Consultant agrees to and performs the request, the Client will pay Consultant \$175/hour plus any direct costs associated with project. After completion of work, this amount will be billed separately if Client is on a monthly plan or billed at the completion of the project. Any additional work requires prior authorization from the Client.
12. **CONFIDENTIALITY.** Client recognizes that Consultant may have access to certain confidential information related to the business and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client.
13. **CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement will remain in full force and effect after the termination of this Agreement.
14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client:

## Setting Sun Patios & Decks



**PO Box 28677  
Raleigh, NC 27601**

IF for Consultant:

**Lion Tree Group, LLC  
10 Terrace Court  
Suite 200  
Madison, WI 53718**

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
16. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
17. **SEVERABILITY.** If any provision of this Agreement is 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 Agreement 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.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement will 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 Agreement.
19. **LIMITED LIABILITY.** Consultant makes no warranties, either express or implied, as to any matter whatsoever, including without limitation the condition of the improvements merchantability or fitness for any particular purpose. Customer agrees that in no event will Consultant be liable to Client for any loss of use, loss of business, loss of profit, emotional distress, personal injury, or indirect, incidental, or consequential damages, caused directly or indirectly by the acts or omissions of Consultant under this Agreement.
20. **APPLICABLE LAW.** This Agreement is governed by the laws of the State of Wisconsin.

Party receiving services (Client):

**Heather Scott  
Owner  
Setting Sun Patios & Decks**

Party providing services (Consultant):

**Lion Tree Group, LLC  
Burt W. Cavanaugh  
Vice President**



X

X *Burt W Cavanaugh*

Signed By Burt Cavanaugh  
Signed On: June 26, 2025

# Signature Certificate

Document name: Setting Sun Patios & Decks Digital Marketing

🔒 Unique Document ID: 016EDA3E750E68B8445D07D4B9BC6904FC599ECC

LEGALLY SIGNED USING  
**WP**signature  
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## Timestamp

June 26, 2025 12:52 pm CDT

## Audit

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 6 of 6