

## **Marketing Services Agreement**

This Marketing Services Agreement (“**Agreement**”) is effective July 5<sup>th</sup>, 2016 and is between The City of Canton (**Client**) and id8, Inc., a Georgia corporation (“**id8**”), for Marketing Services. The parties agree to the following terms:

1. **The Project:** The project that is the subject of this Agreement (hereafter the “**Project**”) is more fully described on the attached Scope of Work (“**Scope of Work**”) which is a part of and incorporated into this Agreement.

2. **Services:** The services provided by id8 under this Agreement for the benefit of Client (such services, as may be supplemented, modified or amended from time to time in writing by both of the parties, are hereinafter referred to collectively as the “**Services**”) are as follows:

2.1 **Nature of Services:** The following Services may be included in furtherance of the Project: (1) consultation, (2) research, (3) graphic and website design, (4) quality inspections, (5) marketing strategy, (6) branding, (7) coordination, and (8) project management. id8 will prepare materials that demonstrate id8’s intentions and such materials may include artwork, drawings and specifications, so as to enable the website design or packaging design to be printed, fabricated, or implemented. id8 may also offer copy development, writing, editing, public relations, photography, illustration, and related services as more fully described on the attached Scope of Work.

2.2 **Implementation of Services:** id8 does not perform printing, fabrication, or installation services (collectively, “**Implementation Activities**”). Implementation Activities are performed by a third-party service provider. id8 will provide specifications to the third-party service provider and will coordinate Implementation Activities and perform quality inspections of the Implementation Activities to ensure that its concepts and specifications are adhered to. This is the extent of id8’s involvement or responsibility with regard to Implementation Activities.

Charges for Implementation Activities as defined herein will be billed by the third-party service provider directly to Client. Client may elect to pay id8 the estimated costs identified by the third-party service provider for the Implementation Activities prior to commencement of Implementation Activities. Under no circumstances will id8 be expected to pay the third-party service provider for Implementation Activities unless Client has paid id8 for the Implementation Activities in advance of their commencement.

3. **Compensation:** Compensation shall occur in accordance with the following terms:

3.1 **Total Fees:** The total fee for completion of the Project is \$74,500 (“**Total Fees**”) excludes Expenses. A fee of 10% (\$7,450.00) of the design fees will be paid by Client to id8 prior to commencement of Services (“**Retainer**”). The remaining balance would be paid over the course of 9 months at \$7,450.00 per month. Any questions by Client regarding invoices shall be submitted to id8 within thirty days of the date of the invoice. Failure to supply questions regarding the invoice will be deemed acceptance of the invoice terms.

3.2 **Hourly Rates:** Where “**hourly rate**” is designated as compensation for the Project or any part of the Project, Client shall pay id8’s standard hourly rate of \$150 per hour.

3.3 **Changes to Project:** Total Fees for the Project are based on id8’s estimate for the completion of Services. Any changes to the original Project shall be billed by id8 as additional services, which are not included in the Total Fees set forth in Subparagraph 3.1. Additional services may include, but are not limited to, changes in the extent of work, changes in the complexity of any elements of the Project, and any changes made after approval has been given for a specific stage of design, documentation, or preparation of artwork. id8 shall keep Client informed of additional services required and shall request Client’s approval prior to and for any additional services which cause the Total Fees to exceed the Total Fees set forth in Subparagraph 3.1.

3.4 **Expenses:** Client shall reimburse id8 for all out-of-pocket expenses ("**Expenses**") incurred by id8 in furtherance of the Project, other than expenses incurred by id8 for internal review and collaboration and initial presentations. Expenses that shall be paid by Client to id8 may include, but not be limited to, expenses that arise as a result of special requests by Client for additional services or products, additional expenses required for Implementation Activities, typesetting, color printing, photography, presentation and artwork materials and local deliveries, including messenger services, out-of-town travel, postage and shipping.

3.5 **Nonpayment:** Interest shall accrue on any unpaid invoice balance at the rate of 1.5% per month until all amounts owed are paid in full. If the Project is unacceptable to the Client or if id8 chooses to terminate Services for nonpayment, Client is obligated to pay the greater of (1) the actual time spent by id8 in performing Services for the Project at the rate of \$150 per hour; or (2) one half the Total Fees plus all Expenses incurred through the date of termination. Client shall pay all costs of collection, including court costs and attorney fees incurred in pursuit of unpaid invoices.

4. **Client Obligations:** Client obligations consist of the following:

4.1 **Representative:** Client will appoint a representative ("**Representative**") with full authority to provide or obtain any necessary information and approval that may be required by id8 in furtherance of the Project. The Representative shall be responsible for coordination of briefing, Project review, and decision-making with respect to parties other than id8 and its sub-contractors. The Representative shall have full authority to bind Client, such that if, after the Representative has approved a design, Client requests changes that require additional services from id8, Client shall pay all additional Expenses.

4.2 **Materials Provided by Client:** Client will provide accurate and complete information and materials to id8 and shall be responsible for the accuracy and completeness of all information and materials so provided. Client guarantees that all materials supplied to id8 are owned by Client or that Client has all necessary rights in such materials to permit id8 to use them for the Project.

4.3 **Copy:** All copy provided by Client shall be in a form suitable for typesetting. All photographs, illustrations, or other visual materials provided by Client should be of professional quality and in a form suitable for reproduction without further preparation or alteration. Id8 will return all materials provided by Client upon request by Client.

4.4 **Indemnification:** Client shall indemnify, defend and hold id8 harmless from and against any claim, suit, damages and expense, including attorney fees, arising from or out of any claim by any party that its rights have been or are being violated or infringed upon with respect to any materials or copy provided by the client. This clause shall survive termination of this Agreement.

4.5 **Approval of Typesetting and Final Artwork:** Client shall proofread and approve all final type before the production of artwork. The signature of the Representative shall be conclusive regarding the approval of all artwork drawings and other items prior to release for printing, fabrication, or implementation. Final proofreading shall be Client's responsibility.

4.6 **Responsiveness of Client.** Client agrees to respond to requests by id8 in a timely manner to complete the Project. Should Client become non-responsive to id8 for a period of twenty days or more, id8 has the authority to place the Project in an inactive status at which time the balance of Total Fees shall become immediately due and payable. An additional 10% shall be added to the Total Fees which shall be due and payable prior to id8 taking the Project out of inactive status.

5. **Responsibility of id8:** id8 will take reasonable precautions to safeguard original or other materials provided by Client. Id8 shall not be liable for any damage to, or loss of any material provided by Client, including artwork, photographs, or manuscripts, other than damages or losses directly resulting from the willful neglect or gross negligence by id8.

6. **Ownership Rights:** id8 remains the owner of the Project and Services prior to full payment of the Total Fees and Expenses and may exercise all rights associated with such ownership including, but not limited to, turning off websites associated with the Project. Upon payment of Total Fees and Expenses, the reproduction rights for all approved final designs created by id8 for the Project will be granted to Client and will be for Client's exclusive use, with the limited exception that id8 shall retain the rights to the Project and Services for promotional use only. Id8 will remain the owner of all preliminary concepts and visual presentations.

7. **Performance Schedule:** The Project will be completed according to the schedule set forth on the attached "**Performance Schedule**" which is a part of and incorporated into this Agreement. The Project start date shall be determined upon receipt by id8 of the Retainer. id8 has the right to adjust the Performance Schedule should Client fail to meet deadlines for submissions or approvals or if Client requests Project changes.

8. **Confidentiality:** id8 acknowledges that id8 will be provided with and have access to, proprietary information and materials related to Client's business ("**Confidential Material**"), which id8 hereby acknowledges will contain confidential information belonging to Client. Id8 will not disclose such Confidential Material to any person without Client's prior written authorization. Id8 will take all steps necessary to preserve confidentiality of the Confidential Material while in id8's possession, including, without limitation, their secure transportation, storage, and handling. Id8 will not make any copies of the Confidential Material except upon Client's written direction. Client will use the Confidential Material solely for the purposes of id8's employment with Client, and will not otherwise use the Confidential Material for id8's own benefit or the benefit of others. When id8's Services with Client are terminated, id8's obligation of confidentiality and non-use undertaken hereunder shall survive that termination by two (2) years, and id8 agrees to return to Client any Confidential Material upon request by Client. Id8 is allowed to use work for portfolio purposes.

9. **Miscellaneous Provisions:**

9.1 **Samples and Photographs.** If the Scope of Work includes professionally printed material, Client shall provide id8 with fifteen (15) samples of each printed or manufactured design. The samples shall be representative of the highest quality of work produced. id8 may use such copies and samples for publication, exhibition, or other promotional purposes. id8 shall have the right to photograph all completed designs or installations and shall have the right to use such photographs for publication, exhibition, or other promotional purposes.

9.2 **Applicable Law and Jurisdiction.** The laws of the State of Georgia shall govern this Agreement. The Superior Court for Cobb County, Georgia shall have jurisdiction over this Agreement and any suit filed based on a breach of this Agreement or for damages arising from this Agreement shall be filed in the Superior Court for Cobb County, Georgia.

9.3 **Assignment.** Neither Client nor id8 may assign or transfer their interest in this Agreement without the prior written consent of the other.

9.4 **Termination.** Either party may terminate this Agreement upon seven (7) days written notice. Upon termination of this Agreement by Client or by id8 for cause, id8 may retain the Retainer and Client shall pay id8 for all hours expended on the Project, up to the date of termination, at id8's standard rate together with all amounts due under the terms of this Agreement. The Retainer shall be credited against any such amounts due.

9.5 **Mediation.** Both parties agree that mediation will be attempted by the parties with a mutually agreed upon professional mediator prior to the initiation of litigation in relation to this Agreement.

9.6 **Entire Agreement.** This Agreement, together with its exhibits, represents the entire agreement between Client and id8. All changes to the Agreement must be made in writing. Written

modifications to this Agreement shall be in the form of an Addendum to the Scope of Work, which shall become part of this Agreement, and terms not modified in said Addendum shall remain in full effect.

9.7 **Future Projects and Services.** Any project or service performed by id8 for the Client will be subject to this Agreement unless a subsequent written agreement is executed by both parties.

9.8 **Notices.** Any notice must be in writing and may be delivered in person, transmitted by electronic means, by facsimile, by overnight courier or by registered or certified mail, postage prepaid, return receipt requested. Any notice given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered.

**IN WITNESS WHEREOF**, this Agreement is made and entered into on the day and year identified in the opening paragraph of this document.

**Client: City of Canton**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**id8, Inc.**

**By:** \_\_\_\_\_  
**Name: Kriston Sellier**  
**Title: President**

## SCOPE OF WORK

### PROJECT SCOPE City of Canton

#### STRATEGIC RESEARCH AND ANALYSIS

<u>BRAND STRATEGY</u>	<u>DESCRIPTION</u>	<u>ACCOMPANYING PIECES</u>	<u>COST</u>
Discovery Session	2 hour kick-off meeting to gather information, analysis, research of target audience, delivering a road map with a strategy for verbal and visual elements along with a schedule outline	NA	\$2,000
Strategic Research	Research Methods: Netnography, 1-on-1 Leadership Interviews (25), Face-to-Face location-based Interviews (40), Interactive Online Survey, Stakeholders Workshop, Community Focus Group	Research Summary	\$15,000
Brand Positioning	Value Proposition and Positioning Statement	Statement	\$2,000
Estimated Total			\$19,000

## DEVELOPMENT OF A COMPETITIVE IDENTITY

<u>COMPETITIVE IDENTITY</u>	<u>DESCRIPTION</u>	<u>ACCOMPANYING PIECES</u>	<u>COST</u>
Brand Identity	Development of 3 Logos, Methodology, 3 Applications + 3 Rounds of Revisions. Creation of logo set in vector format in all accepted colors and formats.	Logo Set	\$6,000
Style Guide	Guidelines for consistent branding: fonts, colors, acceptable usage	PDF	\$3,000
Tagline	Development of 3 Taglines + 3 Rounds of Revisions	Document	\$3,000
Messaging	Primary messaging and key messages to specific audience. Includes internal communications and external marketing messaging.	Statement	\$5,000
Market Research	Research and identify markets and best in class promotions	PDF	\$2,000
Advertising Strategy	Extend the new identity in multiple mediums including social media, brochure (1), letterhead and eLetterhead (2), business cards (3), websites (4 pages + Style Tile), advertising (3), signage (3), economic development one sheet (2), tourism (1), outdoor (2), municipal vehicles, & apparel (5).	Design Files & PDF	\$20,000
Estimated Total			\$39,000

## BRAND STRATEGY

	<u>DESCRIPTION</u>	<u>ACCOMPANYING PIECES</u>	<u>COST</u>
Brand Strategy	Long term brand strategy, recommendations, calendar for implementation to ensure sustainability of branding	Document	\$4,000
Estimated Total			\$4,000

## MARKETING STRATEGY

	<u>DESCRIPTION</u>	<u>ACCOMPANYING PIECES</u>	<u>COST</u>
Integrated Strategic Marketing Plan	Develop a holistic marketing plan with the goal of generating brand awareness for City programs, activities, events and amenities with a year at a glance schedule and month by month executions and deliverables. This includes methods for measurement of effectiveness of brand communication.	PDF	\$4,000
Marketing Tools	Creation of a visitor guide, flyer, poster, sticker, rack card, email	Design Files	\$5,000

<b>Printing Estimate</b>	Obtain 3 price estimates for the above listed print marketing toolt	3 Print Estimates	\$500
<b>Estimated Total</b>			<b>\$9,500</b>

#### FINAL REPORT AND PRESENTATION

	<b><u>DESCRIPTION</u></b>	<b><u>ACCOMPANYING PIECES</u></b>	<b><u>COST</u></b>
<b>Final Report and Presentation</b>	Creation of one (1) final report that documents the entire project and includes all of the deliverables. Creation of multiple infographics to highlight goals reached. Includes an in-person presentation to the mayor and council.	1 Unbound Printed copy, 5 Printed Bound copies, and PDF	\$3,000
<b>Estimated Total</b>			<b>\$3,000</b>

## Cost Summary

### Strategic Research and Analysis

Discovery Meeting	\$2,000
Strategic Research	\$15,000
Brand Positioning	\$2,000

Sub-Total: \$19,000

### Development of a Competitive Identity

Brand Identity	\$6,000
Style Guide	\$3,000
Tagline	\$3,000
Messaging	\$5,000
Market Research	\$2,000
Advertising Strategy	\$20,000

Sub-Total: \$39,000

### Brand Strategy

Brand Strategy	\$4,000
----------------	---------

Sub-Total: \$4,000

### Marketing Strategy

Integrated Strategic Marketing Plan	\$4,000
Marketing Tools	\$5,000
Printing Estimates	\$500

Sub-Total: \$9,500

### Final Report and Presentation

Final Report and Presentation	\$3,000
-------------------------------	---------

Sub-Total: \$3,000

**Total: \$74,500**



## PERFORMANCE SCHEDULE

### TIMELINE: August 2016 – May 2017

#### **JULY 2016**

Contract review, agreement reached

#### **AUGUST 2016 - APRIL 2017**

Discover Session

Strategic Research

Brand Positioning

Brand Identity

Style Guide

Tagline

Messaging

Market Research

Advertising Strategy

Brand Strategy

Integrated Strategic Marketing Plan

Marketing Tools

Printing Estimates

#### **MAY 2017**

Final Report and Presentation