



## MARKETING SERVICES CONTRACT

Client: City of Green  
July 19, 2021





# MARKETING CONTRACT

Outlined below is the agreement between TRIAD, 1701 Front Street, Cuyahoga Falls, OH 44221 ("Agency"), and the City of Green, 1755 Town Park Boulevard, Green, OH 44685, ("Client"), for ongoing marketing services to promote the Green Auto Mile. The contract will begin April 2021.

## 1. APPOINTMENT

Client appoints Agency as Client's digital and design agency in connection with the development of the Client's above mentioned marketing materials.

## 2. SCOPE OF SERVICES

Agency will provide Client with the digital and design services as listed in the Overview and Scope of Work ("SOW") attached as Exhibit A (TRIAD\_MarketingProposal\_053019.pdf). Should Client request Agency to perform additional services beyond what is listed in the SOW, Agency and Client will negotiate in good faith with respect to the terms, conditions, and compensation for such additional services. Any agreement for additional services will be set forth in writing and considered an addendum to this Agreement.

## 3. OWNERSHIP

All campaigns, trademarks, service marks, slogans, artwork, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively, the "Work Product") produced by Agency are the property of the Client provided: (1) such Work Product is accepted in writing by the Client within twelve (12) months of being proposed by Agency; and (2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. Native files will be made available at request, so long as payment in full for the Work Product has been made (detailed in Section 5). Work Product that does not meet the two foregoing conditions shall remain Agency's property. Agency shall provide client documentation to accept work product.

Notwithstanding the foregoing, it is understood that Agency may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license. In such instances, Client agrees that it remains bound by the terms of such licenses. Agency will keep Client informed of any such limitations.







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## 4. TERM

Once agreed upon, the term of this Agreement shall continue for 24 months, or until terminated by either party.

Upon termination, Agency will transfer and/or assign to Client: (1) all Work Product in Agency's possession or control belonging to Client and documentation that all fees have been paid as stated in Section 3.

## 5. COMPENSATION AND BILLING PROCEDURE

Agency will be compensated and Client will be billed as provided in the agreed upon schedule as stated below:

The aforementioned work will be billed out monthly at a rate not to exceed \$5,000 each month. This amount will include TRIAD's time for items outlined in the Scope of Work, such as website development, branding, marketing plan development, ongoing social media management and ongoing graphic design needs. It will also include media, such as Google Search, Remarketing ads, geofencing, and print ad placement, as they are determined by the marketing plan and approved by all parties.

Invoices will be provided by TRIAD at the end of each month. The billing amount will not exceed the amount agreed upon in the original Scope of Work, unless it is agreed upon in good faith by Agency and Client in advance and in writing.

Any printing of collateral or signage that is needed will be estimated and billed separately of the above.

Our terms are net ten days from date of receipt of invoice. Interest at prevailing rates will be charged on accounts past due thirty (30) days. If there are any questions concerning our billing procedures we will be pleased to answer them at any time.

## 6. CONFIDENTIALITY AND SAFEGUARD OF PROPERTY

Client and Agency respectively agree to keep in confidence, and not to disclose or use for its own respective benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement or as may be required by law), any information, documents, or materials that are reasonably considered confidential regarding each other's products, business, customers, clients, suppliers, or methods of operation; provided, however, that such obligation of confidentiality will not extend to anything in the public domain or that was in the possession of either party prior to disclosure. Agency and Client will take reasonable precautions to safeguard property of the other entrusted to it, but in the absence of negligence or willful disregard, neither Agency nor Client will be responsible for any loss or damage.





## MARKETING CONTRACT

IN WITNESS WHEREOF, Agency and Client have executed this Agreement.

[AGENCY]

Name: Mark Reifsnyder

Title: Senior Account Executive

Date: 07-19-2021

[CLIENT]

Name: Gerard Neugebauer

Title: Mayor

Date: \_\_\_\_\_

Approved to Form: \_\_\_\_\_  
Lisa Carey Dean, Director of Law

