



4600 Sherwood Common Blvd., Ste. 301
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SERVICE AGREEMENT

Project: City of Vicksburg

OBJECTIVE:

To strategize and successfully market the project; to build a strong awareness and brand; to produce a clean and professional designs/artwork that will accurately communicate the proper message to your defined target audiences. The initial project will consist of the following:

Campaign: Sports Complex

Target: Adults 18+ who are registered to vote

Flight: 4/3/17-6/10/17

Duration: 4 week campaign

Phase 1: Creative conceiving/ development - April

Phase 2: Advertising/ Marketing - May

Phase 3: Heavy Campaigning/ Election Day - June

RESPONSIBILITIES:

OCTAGON MEDIA

To provide:

- A comprehensive advocacy program to educate constituents about the proposed hotel and restaurant tax to fund a sports complex.
- Marketing Plan
- Graphic Design
- Social Media
- Community Outreach/ Grassroots
- At least two visits to Vicksburg prior to election and day of election to lead in campaigning

CITY OF VICKSBURG

To provide:

- Voter lists including phone numbers and mailing addresses
- Total number of register voters in the City of Vicksburg
- Early voting and Election dates/ polling locations
- Rendering of Sports Complex
- Access/ subscription to robo-call/ automated phone call software
- Access to contacts such as corporate sponsorships/ partnerships to assist with disseminating information
- Organization referrals for assistance with gathering street teams, volunteers, church groups, etc.
- List of organizations/ churches for speaking engagements
- Printing of push cards, t-shirts, social media, outdoor marketing such as yard signs and street corner posters
- Crew for sign installation/ heavy duty manpower (as needed)



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SCOPE OF WORK:	PRICE:
MARKETING PLAN <ul style="list-style-type: none"> - Strategy - Concept / Message Development - Flowchart/ Timeline 	\$7,500.00
GRAPHIC DESIGN <ul style="list-style-type: none"> - Design to support concept - Push cards, t-shirts, social media, outdoor marketing - Design only, does not included printing - Two revisions design are allowed, additional revisions are \$125 per hour 	\$3,400.00
COMMUNITY OUTREACH/ GRASSROOTS <ul style="list-style-type: none"> - Strategic location scouting to distribute yard signs and outdoor marketing (printing not included) - Printing and postage for at least two mailers - Coordinate and lead manpower/ volunteers - Script/ copy points for street team/ volunteers 	\$8,700.00
SOCIAL MEDIA MANAGEMENT (SM) <ol style="list-style-type: none"> 1. Social Media Management: Facebook and Instagram <ul style="list-style-type: none"> - Includes 2-3 posts per week - Providing content and images/ stock photography 2. Set-up fee to create accounts, provide copy for the description, adding cover and profile photos 	\$2,250.00
PRODUCTION <ol style="list-style-type: none"> 1. Videography: 1x Very Basic :30-:60 sec spot - Maximum 4 hours to include video shoot and editing (starting price, additional hours \$150 each). Commercial to air on Vicksburg Public Access Channel. <ul style="list-style-type: none"> - Pre Production: Research, planning, coordination, concept development, storyboard, script writing - Production: Lighting, sound, talent/ voiceover, filming and audio capture - Post Production: Editing, audio mix, color correction, graphics, text, music production and/or licensing fee(s) - Includes two revisions per client request 1. Audio: 1x Standard :15-:30 sec spot - Used for automated phone/ robo-calls to reach the homes of registered voters. <ul style="list-style-type: none"> - Production: Research, planning, coordination, concept development, script writing and audio capture - Includes two revisions per client request 	\$500.00



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Payment Plan: Due by April 1, 2017	Total: \$22,350.00
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This project will be governed by the terms above, along with the Terms + Conditions mentioned below.

TERMS + CONDITIONS:

This Agreement entered into effective the March 24, 2017 by and between White Enterprises of Louisiana, LLC d.b.a Octagon Media hereinafter referred to as "Service Provider or Agency" and City of Vicksburg hereinafter referred to as "Client".

Term:

This Agreement shall be for a term commencing Friday, March 24, 2017. This provision is a continuing commitment to cease at 10pm on Saturday, June 10, 2017.

Contract Modifications

No amendment or change to the terms of this agreement shall be valid unless made in writing and signed by all parties.

Termination for Cause:

This contract is non-cancellable/ non-refundable.

Consultation Services: Agency agrees to act as Consultant and to advise Client with respect to the development of the Service. The Parties agree that any written or oral consultation provided by Agency is advisory, involving Octagon Media's judgment based on education and experience, and that there is no guarantee of any particular result from the consultation.

Payment Methods: Client agrees to pay Consultant's invoice in three consecutive payments as outlined above. Mississippi state law allows 45 day to pay an invoice subject to 1.5% per annum. The failure of Client to make payment on any invoice shall be cause for Agency to terminate this Agreement. All returned ACH items are subject to a \$39 charge. It has been agreed that we will use our best professional efforts to produce satisfactory results. In return, you have agreed to pay the fee stated on the Scope of Work. This fee becomes the property of Agency upon payment and is non-refundable.

Confidentiality: Agency agrees that all confidential information ("Confidential Information") communicated to Agency with respect to the services, including any Confidential Information gained by Agency or its representatives by reason of association or employment with Client or its associates is confidential. Client shall make reasonable efforts to mark as confidential any materials to be protected pursuant to this paragraph. Agency promises and agrees that Agency shall not disclose any Confidential Information to any other person unless specifically authorized in writing by Client to do so, except to the extent disclosure is required by subpoena or an Order from a court of competent jurisdiction. Agency shall use its best efforts to prevent inadvertent disclosure of any Confidential Information to any third party. Client agrees that Agency may utilize the website or any other products completed by Octagon Media, in its promotional materials and brochures, and may but is not required to include a link to Client's page in Octagon Media's website or in any other page designed by Octagon Media.



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Ownership of Work: The grant of any ownership, license or right of copyright is conditioned on receipt of full payment. Agency agrees that any design materials that are conceived, developed, written or contributed by Agency pursuant to this Agreement, either individually or in collaboration with others, shall constitute works made for hire and use in Octagon media's portfolio of work. The client reserves the right to utilize the branding, commercials, printed material, etc. for future use.

Pre-Project Handling: This includes all work associated with the handling of existing website/ creative files, transferring existing and/or purchasing new domain(s) names, changing DNS records, downloading, copying, uploading files, etc. Agency estimates and builds in one hour increments to all project estimates for pre-project handling.

Revisions: One additional hour is included in the cost for necessary revisions made throughout the design process. If revisions exceed the time allotted, or if additional changes are requested by client, client will then be notified prior to implementation of work for approval before proceeding. All approved change orders will be reflected on client billing statement and billed hourly at consultant's hourly rate. In the event that consulting/correspondence exceeds the time allocated in the project scope, Agency will notify the Client in efforts to resolve prior to taking any form of action.

Use of Copyrighted Materials: Any Logo(s) or branding tools that are created to represent City of Vicksburg is the sole property of City of Vicksburg. The Agency and Client warrant that any materials provided by Agency and Client for use by Client pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other similar law. Agency shall be solely responsible for ensuring that any materials provided by Agency pursuant to this Agreement satisfy this requirement and Agency agrees to hold Client harmless from all liability or loss to which Client is exposed on account of Octagon Media's failure to perform this duty. Client shall be solely responsible for ensuring that any materials provided by Client to Agency satisfy this requirement.

Governing Law:

This service agreement will be executed and delivered in the State of Mississippi. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Mississippi.

Dated March 24, 2017, and executed in the City of Vicksburg, in the state of Mississippi. In agreement to the above mentioned services, terms and conditions:


Maranda White – Agency/ Service Provider

3.24.17
Date:

Nancy Thomas- Client

Date: