

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**Agreement for Advertising**

This Agreement for Advertising (“Agreement”) is made as of \_\_\_\_\_, 2014 by and between the Town of Addison, Texas (“Addison” or the “Town”) and Rodney Hand & Associates Marketing Communications, LP (“Hand”) (Addison and Hand are sometimes referred to herein together as the “parties” and individually as a “party”).

**Recitals:**

1. The Town is a home rule Texas municipality. Hand is a Texas limited partnership, and R.S. Hand Enterprises, LLC is the general partner of Hand, and Rodney S. Hand, an individual, is the sole member of R.S. Hand Enterprises, LLC.

2. Hand is the owner of two publications known as *Addison the Magazine of the North Dallas Corridor*, (the “Magazine”), published by Hand in both print and digital editions, and *Addison and The North Dallas Corridor Visitors Guide* (the “Visitors Guide”) (the Magazine and the Visitors Guide being sometimes referred to in this Agreement together as the “Publications”). Hand also owns and publishes (a) a website (www.addisonmag-digital.com) that reproduces the Magazine in a digital format (the “Digital Magazine”) (b) a website (www.addisonmagazine.com) that promotes the Magazine, and Addison and the north Dallas area (the “Website”), and (c) a weekly edition of the Magazine (*Addison The Weekly*) that includes stories, promotions, and information regarding Addison and the north Dallas area that Hand promotes through a weekly electronic mail distribution (“Weekly E-News”). The Town desires to advertise in the Publications, on the Website and in the Weekly E-News for the purpose of promoting the Town and the surrounding area to residents and visitors through distribution in hotel rooms and elsewhere in the Town and North Dallas area.

3. Hand agrees to produce the Publications, the Digital Magazine, the Website, and the Weekly E-News and promote and distribute them in accordance with the terms, conditions, and provisions of this Agreement, including Exhibit A and Exhibit B attached hereto and incorporated herein.

**NOW, THEREFORE**, for and in consideration of the above and foregoing premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the Town of Addison, Texas and Hand & Associates Marketing Communications, LP do contract and agree as follows:

1. Incorporation of Recitals. The above and foregoing Recitals are true and correct and are incorporated into and made a part of this Agreement.

2. Term. This Agreement shall be in effect for a period of one (1) year, beginning October 1, 2014 and continuing through and ending on September 30, 2015, subject, however, to the termination provisions of this Agreement. Following the initial one (1) year term, this Agreement may be renewed by the Town for three (3) additional one (1) year terms (each such one (1) year term being a “Renewal Term”) by the Town giving written notice to Hand of its

election to renew not later than 30 days prior to the end of the initial term or a Renewal Term, as applicable. The terms, conditions, and provisions of this Agreement shall apply to each Renewal Term except as the parties may otherwise agree in writing (each Renewal Term, the dates for various items included in this Agreement will be modified).

3. Distribution of Publications, the Digital Magazine, the Website, and the Weekly E-News. Hand will direct and distribute the Visitors Guide primarily to Addison and North Dallas hotels and visitors (as identified and agreed upon by the Town and Hand). The Magazine shall be directed and distributed primarily to Addison and North Dallas residential properties (as identified and agreed upon by the Town and Hand). The content of the Visitors Guide and of the Magazine will be similar, but the Magazine may include some additional information or features which is pertinent and unique to a residential audience.

Hand will also direct and distribute the Digital Magazine, the Website, and the Weekly E-News.

The production, distribution, and promotion of the Publications, the Digital Magazine, the Website, and the Weekly E-News will be provided and performed by Hand in accordance with the terms, conditions, and provisions of this Agreement.

4. Obligations, Representations and Warranties of Hand and the Town; **Waiver; Hand's Indemnification Obligation.**

A. *Hand's Obligations, Representations, Warranties.*

(1) In connection with the Publications, the Digital Magazine, the Website, and the Weekly E-News, and their publication, promotion, and distribution, Hand agrees to provide its professional work and services set forth in this Agreement to the Town's satisfaction, in a professional manner, and represents, warrants and covenants that:

- (a) Hand shall acquire any and all licenses, agreements, permits, waivers, releases, registrations, approvals, authorizations, or any other permit or document required or necessary to produce and distribute the Publications, the Digital Magazine, the Website, and the Weekly E-News.
- (b) In the production and distribution of the Publications, the Digital Magazine, the Website, and the Weekly E-News, Hand shall comply with all applicable federal, state and local laws, rules and regulations.
- (c) During the term of this Agreement, neither Hand nor any of Hand's associates or employees shall participate, whether directly or indirectly, financially or otherwise, in the production of any other publication related to Addison or the North Dallas area.
- (d) Hand shall keep and hold all information provided to it by the Town in connection with this Agreement in confidence and shall not disclose such information to any third party. This paragraph shall survive the termination hereof.

- (e) No later than the 10<sup>th</sup> day of each month, Hand shall provide a report in writing to the Town that provides information and data regarding the Publications, the Digital Magazine, the Website, and the Weekly E-News and their distribution, use, progress, development, and accomplishments for the immediately prior month. The first such report shall be provided to the Town by no later than December 10, 2014 (and include information and data pertaining to October 2014). Each report shall be certified as true and correct by an officer of Hand authorized to provide such certification and shall include, among other things:
- (i) the number of Magazines and Visitor Guides that have been distributed to third parties (e.g., hotels, businesses, individuals), identifying the number of each that have been distributed and/or sold;
  - (ii) the number of Weekly E-News publications distributed to unique e-mail addresses;
  - (iii) the number of visitors to the Website, including the number of visitors who visited the Website through a search engine (e.g., Google) and through a link on another website, the average number of pages per visit by a visitor to the Website, the average time spent on the Website by a visitor to the Website, and the bounce rate (the percentage of visitors to the Website that leave the Website before clicking anything on the Website); and
  - (iv) how the Town's digital advertisements are tracking and performing.

In addition to the above, Hand and the Town (through the Town's Director of Communications and Marketing or such other person as the City Manager may designate (the "Director")) will work together to determine other information and data to be included in a report, with report requirements determined by Hand and the Town, and with the Town's final approval, no later than November 15, 2014.

(2) ***Hand's Indemnification Obligation.*** Hand covenants, agrees to, and shall **DEFEND (with counsel reasonably acceptable to Addison), INDEMNIFY, AND HOLD HARMLESS** the Town of Addison, Texas, the past, present and future elected and appointed officials, and the past, present and future officers, employees, agents, and representatives of the Town of Addison, Texas, individually or collectively, in both their official and private capacities (the Town and such elected and appointed officials, and such officers, employees, agents, and representatives of the Town each being an "Addison Person" and collectively the "Addison Persons"), from and against any and all claims, liabilities, judgments, lawsuits, demands, harm, losses, damages, proceedings, suits, actions, causes of action, liens, fees, fines, penalties, expenses, or costs, of any kind and nature whatsoever made upon or incurred by the Town of Addison, Texas and/or any other Addison Person, whether directly or indirectly, (the "Claims"), that arise out of, result from, or relate to: (i)

the work and services to be provided by Hand pursuant to this Agreement as described herein, including in Sections 3 and 4, above, and in Exhibit A and Exhibit B attached hereto and incorporated herein, (ii) any representations and/or warranties by Hand under this Agreement, (iii) any personal injuries (including but not limited to death) to any Hand Persons (as hereinafter defined) and any third persons or parties arising out of or in connection with Hand's provision of its work and services under or in connection with this Agreement, and/or (iv) any act or omission under, in performance of, or in connection with this Agreement by Hand or by any of its owners, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees, or any other person or entity for whom Hand is legally responsible, and their respective owners, directors, officers, directors, officers, managers, partners, employees, agents, contractors, subcontractors, invitees, patrons, guests, customers, licensees, sublicensees (collectively, "Hand Persons"). **SUCH DEFENSE, INDEMNITY AND HOLD HARMLESS SHALL AND DOES INCLUDE CLAIMS ALLEGED OR FOUND TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY ADDISON PERSON, OR CONDUCT BY ANY ADDISON PERSON THAT WOULD GIVE RISE TO STRICT LIABILITY OF ANY KIND.** However, Hand's liability under this section shall be reduced by that portion of the total amount of the Claims (excluding defense fees and costs) equal to the Addison Person or Addison Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Likewise, Hand's liability for Addison Person's defense costs and attorneys' fees shall be reduced by that portion of the defense costs and attorneys' fees equal to Addison Person or Persons' proportionate share of the negligence, or conduct that would give rise to strict liability of any kind, that caused the loss. Additionally, despite the full indemnity given herein, under no circumstances shall Hand have any duty to indemnify an Addison Person for any Claims found to have been caused by the sole negligence of the Addison Person.

Hand shall promptly advise the Town of Addison in writing of any claim or demand against any Addison Person related to or arising out of Hand's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Hand's sole cost and expense. The Addison Persons shall have the right, at the Addison Persons' option and own expense, to participate in such defense without relieving Hand of any of its obligations hereunder. This defense, indemnity, and hold harmless provision shall survive the termination or expiration of this Agreement.

(3) **Waiver.** Hand, its officers, agents and employees do hereby waive any and all claims for damage, injury or loss to any person or property, including the death of any person, that may be caused, in whole or in part, by the act or failure to act of any officer, agent or employee of the Town. Hand, its officers agents and employees assume the risk of all conditions whether dangerous or otherwise, in and about the premises of the Town, and waive any and all specific notice of the existence of any defective or dangerous condition in or about the said premises. The provisions of this paragraph shall survive the termination of this Agreement.

B. *Town's Obligations.* The Town agrees that it will pay Hand a sum not to exceed: \$27,750.00 for 18 pages of R.O.B. (Run of Book) advertising in the Holiday/Winter 2014/2015 issue of the Publications, \$27,750.00 for 18 pages of R.O.B. advertising in the Spring 2015 issue, \$27,750.00 for 18 pages of R.O.B. advertising in the Summer 2015 issue, and \$27,750.00 for 18 pages of R.O.B. advertising in the Fall 2015 issue of the Publications. Such payment shall be made in accordance with the terms of this Agreement, including Exhibit A attached hereto and incorporated herein.

Such payments include payment to Hand for Hand's local distribution of each of the Holiday/Winter 2014/2015, Spring 2015, Summer 2015 and Fall 2015 Publications respectively to various locations approved by the City Manager. The area distribution will include the Town and extends from the borders of the Town south to LBJ Freeway (IH 635), north to Legacy, east to Hillcrest Road, and west to Marsh Lane. The various local distribution points shall be determined by the Town. Such sum shall be paid by the Town to Hand upon the Town receiving proof acceptable to the Town of the completion of the distribution.

The payments described in this subsection B., in addition to being full payment for Hand's work and services regarding the Publications, are and constitute full payment for Hand's work and services regarding the Digital Magazine, the Website, and the Weekly E-News as described in this Agreement.

## 5. Termination.

A. This Agreement may be terminated at any time by either party hereto in the event that the other party is in breach of any term of this Agreement and such breach continues for more than three (3) days after receipt by the breaching party of written notice of the breach from the non-breaching party. In the event of such termination Hand shall be compensated for all work and services properly performed pursuant to this Agreement to the date of termination. In the event of such termination, should Hand have been paid by the Town for services not yet properly performed then Hand shall reimburse the Town all such payments. Acceptance or payment of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

B. In addition, either party may terminate this Agreement at any time and for any reason (or for no reason) by giving the other party (the "non-terminating party") at least sixty (60) days written notice of such termination ("Termination Notice"). If a Space Reservation deadline listed on the attached Exhibit B for any issue of the Publications will occur prior to the expiration of the said 60 day period that begins on the day that such notice is actually received or deemed received (as set forth in Section 7 below) by the non-terminating party and ends at the conclusion of the 60<sup>th</sup> day thereafter, then this Agreement shall continue in effect as to such issue of the Publications only (the "Continued Publications"), and upon the completion of the work and services of Hand in connection with such issue of the Publications and payment by the Town therefor in accordance with this Agreement, this Agreement shall terminate. Upon receipt of the termination notice, Hand will stop work in an orderly and expeditious manner (except for the Continued Publications), place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any) (but, at the Town's request, Hand will continue to provide its work and services hereunder as to the Digital Magazine, the Website, and the Weekly E-News until the expiration of the 60-day period).

Example: The Spring 2015 Space Reservation deadline is January 16, 2015 as shown on the attached Exhibit B. The Town sends written notice to the address for Hand included in Section 7 below on January 5, 2015 that the Town wants to terminate this Agreement. The notice is sent by certified mail and is deposited in the U.S. Mail, postage pre-paid on January 5, 2015, and under Section 7 below is deemed received 3 days thereafter, or January 8, 2015. The 60<sup>th</sup> day after January 8, 2015 is March 9, 2015. The Space Reservation deadline for Spring 2015 shown in Exhibit B - January 16, 2015 – occurs during the 60 day period between January 8, 2015 and March 9, 2015. The Agreement will be terminated at the end of March 9, 2015, but the work and services of Hand for the Spring 2015 Publications will be a Continued Publication. Upon the completion of Hand's work and services for the Spring 2015 Publications and the payment by the Town for such work and services in accordance with this Agreement, this Agreement shall end. Accordingly, Hand will not provide work and services, and the Town will not pay Hand, for the Summer 2015 and the Fall 2015 Publications.

6. Delays; Breach. No delay by either of the parties hereto in performing their respective duties, or obligations hereunder shall be deemed a breach of this Agreement if such delay arises from causes beyond the reasonable control of party and not avoidable by diligence of that party, including delays resulting from labor disputes, strikes, wars, riots, insurrection, civil commotion, government regulations, fire, flood, storm, or acts of God, provided that such affected party uses its best efforts to avoid non-performance and resumes full performance hereunder as soon as practical. Shortage of material or equipment or changes in price of materials or equipment shall not constitute valid grounds for delay.

It will constitute a breach of this Agreement, allowing for termination and/or recovery of damages which the non-breaching party sustains if:

A. The Town fails to make any payment due hereunder that is not then in dispute within thirty (30) days following the receipt of an invoice provided in accordance with this Agreement therefor (and each such invoice shall include a summary statement of services rendered; and Hand shall supply such supporting documentation with each invoice regarding the services performed by Hand as may be requested by Town from its Staff employees), or

B. Hand fails to deliver the Holiday/Winter 2014/2015 issue of the Publications, in the required quantities (see Exhibit A) on or before November 16, 2014, the Spring 2015 issue in the required quantities (see Exhibit A) on or before February 20, 2015, the Summer 2015 issue in the required quantities (see Exhibit A) on or before May 15, 2015, or the Fall 2015 issue in the required quantities (see Exhibit A) on or before August 14, 2015; provided, however, that the Town agrees to allow Hand a period not to exceed five (5) business days from the delivery date set out above to fully complete Hand's required distribution of the Publications. Failure by Hand to deliver on the dates set above shall result in a late fee of \$400.00 per day which the Town may deduct from the final amount then payable.

7. Notice: Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed received by the party to whom it is directed upon being hand-delivered or upon three (3) days following the deposit of the notice in the United States mail, postage pre-paid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

5100 Belt Line Road  
Suite 430  
Dallas, Texas 75254  
Attn: Carrie Sloan Rice  
Director of Marketing

To Hand:

Rodney Hand & Associates Marketing  
Communications, LP  
3939 Belt Line Road, Suite 222  
Addison, Texas 75001  
Attn: Rodney Hand

8. Assignment. This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. For purposes hereof, a change in control of the ownership of Hand constitutes an assignment (“control” means the possession, directly or indirectly, of the power (whether alone or in conjunction with another) to direct or cause the direction of the management and/or policies of an entity, whether through ownership of voting securities or partnership interests, by contract, or otherwise). Because this is a services contract, the Town is not obligated to consent to any assignment or other conveyance of any portion of this Agreement. Any attempted assignment or other conveyance hereof by Hand shall be null, void and of no force or effect, and shall entitle the Town to treat such attempted assignment or other conveyance as a breach of this Agreement and to terminate this Agreement in accordance with Section 5.A., above.

9. Independent Contractor. Hand is and shall at all times during the term of this Agreement be an independent contractor. The Town is solely an advertiser in the Publications and does not control and has no authority to control the content of the Publications, the Website, *Addison The Weekly*, or the Weekly E-News, all such control being under the sole authority of Hand. Neither the Town nor Hand shall be deemed to be the agent of the other and neither is authorized to take any action binding upon the other. No term or provision of this Agreement or any action in the performance hereof is intended nor shall be construed as making Hand the agent, servant or employee of the Town, or to create an employer-employee relationship, a joint venture relationship, or a joint enterprise relationship

10. Texas Law to Apply. This Agreement shall be governed by the laws of the State of Texas (without reference to choice of law provisions of any jurisdiction), and shall be performable and all compensation payable in Dallas County Texas. Exclusive venue under this Agreement lies in Dallas County, Texas.

11. Entire Agreement; No Third Party Beneficiaries; “Includes”; No Waiver of Immunity. This Agreement is the entire and integrated agreement between the Town and Hand and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. This Agreement and each of its provisions are solely for the benefit of the parties hereto and do not, are not intended to, create or grant any rights, contractual or otherwise, to any third person or entity. For purposes of this Agreement, “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall or may be deemed to be, or shall or may be construed to be, a waiver or relinquishment of any immunity, defense, or tort limitation to which the Town, its officials, officers, employees,

representatives, and agents are or may be entitled, including, without limitation, any waiver of immunity to suit.

12. Severability. The terms and provisions of this Agreement are severable, and if any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect.

13. Authority to Execute. The undersigned officers and/or agents of the Town and Hand are properly authorized officials of the said parties and have the authority necessary to execute this Agreement on behalf of the respective party, and the parties hereby certify one to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

**EXECUTED** at Dallas County, Texas on the day and year first written above.

**TOWN OF ADDISON, TEXAS**

**RODNEY HAND & ASSOCIATES  
MARKETING COMMUNICATIONS, LP**

By: \_\_\_\_\_  
Lea Dunn, City Manager

By: \_\_\_\_\_  
\_\_\_\_\_

Date of signing: \_\_\_\_\_

Date of signing: \_\_\_\_\_



## Exhibit A

### DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATIONS

A. Schedule: The (i) Holiday/Winter 2014/2015 issue of the Publications shall be completed and distributed by Hand on or before November 16, 2014, (ii) the Spring 2015 issue of the Publications shall be completed and distributed by Hand on or before February 20, 2015, (iii) the Summer 2015 issue of the Publications shall be completed and distributed by Hand on or before May 15, 2015, and the (iv) Fall 2015 issue of the Publications shall be completed and distributed by Hand on or before August 14, 2015.

B. Duties of Town: The Town shall:

1. Become the anchor advertiser for the Holiday/Winter 2014/2015, Spring 2015, Summer 2015 and Fall 2015 issue of the Publications. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Holiday/Winter 2014/2015 issue of the Publications at a total cost not to exceed \$27,750.00, (b) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Spring 2015 issue of the Publication at a total cost not to exceed \$27,750.00, (c) 18 pages of R.O.B. (Run of Book) advertising and editorial, for the Summer 2015 issue of the Publications at a total cost not to exceed \$27,750.00 and (d) 18 pages of R.O.B. advertising and editorial for the Fall 2015 issue of the Publications at a total cost not to exceed \$27,750.00. Payments shall be due based on the following schedule:

For the Holiday/Winter 2014/2015 issue, a total of \$27,750.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Spring 2015 issue, a total of \$27,750.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Summer 2015 issue, a total of \$27,750.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list

designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

For the Fall 2015 issue, a total of \$27,750.00 will be due not later than 30 days after the Town's receipt from Hand of Hand's certification, in form and content satisfactory to the Town, that Hand has completed (a) delivery of the Visitors Guide to all the hotels, and delivery of the Magazine to all the residential properties, contained on a distribution list designated by the Town, and (b) the distribution of the Publications to all other sources as described herein or as may be designated by the Town.

2. Submit to Hand in writing: changes and/or corrections to proofs or artwork, photos, and editorial layout. The Town shall return requests for proofing within 72 hours of receipt from Hand.

3. The Town agrees to permit Hand to review its collection of photographs, and agrees to grant to Hand a non-exclusive, royalty free license to use or reproduce such photographs, but solely as a part of the content of the publications which are the subject hereof; provided, however, that if any other person, firm or entity is the owner of any intellectual property rights in connection with any of such photographs, Hand is required to pay such fees, or enter into agreements with third parties as Hand and such third party may agree, without any cost or expense to the Town

4. Town authorizes Hand to produce the Town's logo, royalty free, but solely in connection with the publications which are the subject of this Agreement, and for no other purpose.

C. Duties of Hand: In addition to all other work and services to be provided by Hand under this Agreement, Hand shall provide:

1. On or before January 1, 2015 a timeline that details the elements of the Publications with key milestones.

2. A minimum 64-page Perfect Bound Magazine of 20,000 copies each for the November 2014 issue, February 2015 issue, May 2015 issue and the August 2015 issue of the Publications. Except as provided in this sentence, in each of those issues, Hand will provide the Town (a) full page premium ad position of inside back cover , and (b) up to two additional full page ads per issue (except for the November 2014 issue) in the Town's section of choice.

3. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for all matters pertaining to the Town (e.g., Town officials, employees, services, special events, etc.) for approval by the Town. No editorial material of any nature pertaining to the Town (e.g., Town officials, employees, services, special events, etc.) will appear in the print Publications unless it has been reviewed and approved by the Director.

4. The Town shall have prior approval of all promotional material (and promotional materials only) including advertising rates pertaining to the Publications.

5. (a) With respect to the Visitors Guide, Hand shall be responsible for its distribution to the participating hotels and shall also verify placement of the Visitors Guide in guest rooms. Hand shall also provide replacement copies of the Visitors Guide to hotels as needed. In addition, Hand shall also distribute the Visitors Guide to the following sources:

Participating Hotel Sales Offices  
Corporate Concierges  
Commercial Leasing Offices and Residential Real Estate Offices  
Certain Advertisers

(b) With respect to the Magazine, Hand shall be responsible for its distribution to the residential properties identified and agreed upon by Hand and the Town, and Hand shall verify the distribution of the same.

(c) Hand shall provide to the Town a list of all sources to whom copies of the Publications are distributed.

6. As the anchor advertiser, the Town will be given copies for distribution.

7. Advertising sales area will be limited to:

South of Legacy  
East of Marsh Lane  
North of Harvest Hill  
West of Hillcrest Road

Restaurants outside the area shall not be included.

No advertising will be accepted from any person, business or organization unless it meets the geographic limitations set out above without express permission from the Director. The Town shall receive a list of advertisers one (1) week following the posted space reservation deadline for each issue.

8. The Town and Hand agree that the ratio of advertising to editorial shall not exceed 40% ads to 60% editorial.

9. The Town and Hand agree that the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3,500.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4,595.00.

10. *Digital Edition.* Hand will publish, at the same time as the publication of the print edition of the Magazine, a digital edition of the Magazine at a website owned and controlled by Hand at [www.addisonmag-digital.com](http://www.addisonmag-digital.com) (with a link to that website being included on a website owned and controlled by Hand at

www.addisonmagazine.com and included in each edition of the Weekly E-News (described in the Recitals to this Agreement)). By November 15, 2014, Hand shall coordinate with the Town on an year-long editorial calendar for the digital editions of the Magazine, Hand shall provide to the Town the following:

- (a) full page ad position of the inside back cover in each of the quarterly issues;
- (b) up to two (2) additional full page ads per issue in the section of the Town's choice in each of the quarterly issues; and
- (c) up to three (3) enhancements for each digital issue, including: *Cover Sponsorship, Blow-In, Web Content (iFrame) Blow-in, Button Drawer, Belly Band, Slideshows, 360° Animation, Audio-Video*, in each of the quarterly issues (materials for enhancements to be supplied by the Town to Hand in accordance with specifications supplied to the Town by Hand).

11. *Website.* Hand shall produce and maintain a website for the Magazine (at [www.addisonmagazine.com](http://www.addisonmagazine.com)). By November 15, 2014, Hand shall coordinate with the Town on an year-long editorial calendar for Town of Addison ads that will appear on the website; with respect to that website, Hand shall provide to the Town the following:

- (a) front page ad zone (rotation ad zones 2, 3 and 4) three (3) times each year (Hand and the Town will consult with one another as to what times during the year this will occur, but preference to the Town's choice of times will be given), plus (i) two additional front page ad zones (rotation ad zones 2, 3 and 4) and (ii) 4 additional ads on the Category page of Town's choice for the November (2014) - February (2015) quarter;
- (b) category page I (rotation ad zones 2, 3 and 4) every day of each month;
- (c) category page II (rotation ad zones 2, 3 and 4) every day of each month; and
- (d) category page III (rotation ad zones 2, 3 and 4) every day of each month.

12. Hand shall provide to the Town Weekly E-News advertising space (advertisement to be provided by the Town). By November 15, 2014, Hand shall meet with the Town to establish a year-long editorial calendar (media map) for Town of Addison ads that will appear in the Weekly E-News electronic e-mail publication; the ads are as follows:

- (a) one portrait and position each for 26 weeks (Hand and the Town will consult with one another as to which weeks will be selected, but preference to the Town's choice of weeks will be given);
- (b) middle banner ad position each week for 13 weeks (Hand and the Town will consult with one another as to which weeks will be selected, but preference to the Town's choice of weeks will be given); and
- (c) in addition to (a) and (b) of this Section 12, three (3) additional portrait ads for the November (2014) - February (2015) quarter.

Add: Exhibit B Publishing Schedule for 2014-2015