

ADVERTISING SERVICES AGREEMENT

AGREEMENT between Belmont Icehouse, LLC (“Belmont”), and the Town of Addison (“Client”) effective as of November 25, 2014.

1. APPOINTMENT

Client appoints Belmont as Client’s exclusive advertising agency and Belmont accepts such appointment.

2. AGENCY SERVICES

Belmont will perform the services (hereinafter referred to as the "Services") set out on Schedule 1 attached to this Agreement. Any additional assignments or projects shall be subject to agreement of additional remuneration and will be covered by the terms of this Agreement.

This services agreement covers Belmont services detailed within Schedule 1 for the period of November 26, 2014 through September 30, 2015 and includes four (4) subsequent annual options to renew as follows:

- Year two: October 1, 2015 – September 30, 2016
- Year three: October 1, 2016 – September 30, 2017
- Year four: October 1, 2017 – September 30, 2018
- Year five: October 1, 2018 – September 30, 2019

3. COMPENSATION AND CHARGES

In consideration of the performance of the Services by Belmont, Client will compensate Belmont in accordance with the guaranteed fee schedule set out on Schedule 2 attached to this Agreement in respect of the assignments identified therein.

4. PAYMENT TERMS

All charges, costs, and fees will be billed monthly, payable thirty (30) days from receipt of invoice. Any invoice over thirty (30) days past due will be subject to a finance charge of 18% per annum.

5. APPROVALS

Before executing any of Client’s advertising, and before making any expenditure in connection with Client’s account, Belmont will obtain Client’s approval thereof. If possible,

approvals will be in writing, but approvals can be oral with written confirmation (such as conference reports or emails) to follow. It is understood that with regard to production related expenditures, Belmont shall provide a written estimate of the anticipated costs for Client's prior approval. If actual costs on any such estimate exceed the approved amount by more than 10%, Belmont shall obtain Client's prior written approval of any such excess.

6. COMMITMENTS TO THIRD PARTIES

For all services (including media) purchased by Belmont on Client's behalf, Client agrees that Belmont shall be held solely liable for payments only to the extent proceeds have cleared from Client to Belmont for such purchases; otherwise, Client agrees to be solely liable to such third parties.

7. OWNERSHIP

All advertising materials prepared for and paid for by Client or purchased for Client's account hereunder will be Client's property exclusively. All ideas rejected or not used by Client will remain Belmont's property. In addition, from time to time, Belmont may present to Client ideas and concepts (the "Ideas") which may be outside the scope of the Services. It is intended that these additional Ideas are presented for consideration by Client. However, it is understood that until and unless the parties reach an agreement setting forth the terms under which they would mutually proceed to develop and exploit such Ideas, the Ideas shall remain the sole property of Belmont.

8. INDEMNITY

(a) Client will indemnify, defend and hold Belmont harmless from and against any loss, cost, liability or damage (including reasonable attorneys' fees and costs) resulting from any claim, suit or proceeding (threatened or otherwise) made or brought against Belmont, or where Belmont is named in a case on Client's account (i) based upon any advertising or materials that Belmont create or produce for Client and which Client approves before its publication, broadcast or distribution; (ii) based upon information or materials (including claims) provided by Client; (iii) based upon the use of Client's products; (iv) based on risks which Belmont have brought to Client's attention where Client has elected to proceed or (v) based upon any claim that Client's intellectual property is an infringement of the intellectual property of a third party.

(b) Belmont agrees to indemnify, defend and hold Client harmless from and against any loss, cost, liability or damage (including reasonable attorneys' fees and costs) resulting from any claim, suit or proceeding (threatened or otherwise) made or brought against Client, for violation of the rights of privacy or publicity, copyright infringement, libel, slander, defamation or plagiarism, that arises from advertising materials created and produced by Belmont, which materials are used by Client without modification; provided, however, this indemnification obligation shall not apply to any materials or information supplied by Client to Belmont.

9. NOTICE

Any notice required to be made or given hereunder shall be in writing and shall be deemed to have been made or given when any such notice is hand delivered by messenger or by recognized overnight delivery service or by registered or certified mail, return receipt requested, to Belmont or Client, as the case may be, as follows:

Belmont

Client

Belmont Icehouse, LLC
3116 Commerce Street
Suite D
Dallas, TX 75226

Town of Addison

Attn:

Attn: Tim Hudson

10. TERMINATION

(a) The term of this agreement shall commence as of November 25, 2014 and shall continue until terminated by either party giving the other of not less than Ninety (90) days' prior written notice of such termination.

(b) The rights, duties, and responsibilities of the parties shall continue in full force and effect during this period of notice, including the placing of advertisements in any media whose closing dates fall within the 90-day notice period.

(c) Any uncancellable contract made on Client's authorization, and still existing at the expiration of the notice period, shall be carried to completion by Belmont and paid for by Client unless mutually agreed in writing to the contrary, in accordance with the provisions hereof.

(d) Any contract Belmont has entered into with talent who have performed or will perform in Client's advertising, shall simultaneously on the effective date of such termination, be automatically assigned to Client and Client shall assume all of the rights and obligations under said contract and Belmont shall be relieved of any further responsibility or liability with respect thereto. Client shall indemnify Belmont against any expense or loss Belmont may incur as a result of a claim by such talent or a third party arising after the assignment of said contract.

(e) Any materials, media, services, etc., Belmont have committed to purchase for Client's account, with Client's approval (or any uncompleted work previously approved by Client either specifically or as part of a plan), shall be paid for by Client together with agency commission.

(f) Upon the termination of this agreement and provided that there is no indebtedness owing by Client to Belmont, Belmont shall transfer, assign and make available to Client, or Client's representative, all property and materials in Client's possession or control belonging to and paid for by Client, and all information regarding Client's advertising. Belmont also agrees to give all reasonable cooperation toward transferring, with approval of third parties in interest, all reservations, contracts, and arrangements with advertising media, or others, for advertising space, broadcast time, or materials yet to be used, and rights and claims thereto and therein, upon being duly released from the obligations thereof.

11. GENERAL PROVISIONS

(a) Client reserves the right to reject, cancel or stop any and all media or production plans, schedules, or work in process, and in such event Belmont shall immediately take proper steps to carry out Client's instructions, but Client agrees to assume liability for all authorized commitments, to reimburse Belmont for all expenses incurred, and to pay Belmont any related service charges in accordance with the provisions of this agreement.

(b) Belmont shall use its best efforts to keep in strictest confidence trade secrets or confidential information furnished to Client by Belmont.

(c) Belmont shall take every reasonable precaution to safeguard any and all of Client's property entrusted to Belmont's custody or control, but in the absence of negligence on Belmont's part or willful disregard by Belmont of Client's property rights, Belmont is not to be held responsible for any loss, damage, destruction or unauthorized use by others of any such property.

(d) In the event that it becomes necessary for Belmont to bring legal action to collect amounts due to Belmont hereunder, Belmont shall be entitled to recover its legal costs incurred in connection with such action.

(e) This agreement and all issues collateral thereto shall be governed and construed in accordance with the laws of the State of Texas pertaining to contracts made and to be performed entirely therein.

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

BELMONT ICEHOUSE, LLC

TOWN OF ADDISON

By: _____
Name:
Title:

By: _____
Name:
Title:

**Schedule 1
Scope of Work**

Details	Cost
Account Management	\$30,000.00
Ongoing Account Management	
Overall Brand Management	
Bi-Weekly/Weekly Status Meetings	
Strategic Insights	
Monthly Billing Outlines	
Brand Identity Development	\$10,000.00
Onsite, in-person discovery session at Belmont	
Initial "homework" pre-planning assignment	
Discuss goals, objectives, target, performance metrics, competitive, aspirations	
Belmont summarizes all information and provides report	
Audit of previous, competitive and aspirational work	
Review previous Town of Addison work and "competitive" efforts	
Brand positioning brief development	
Details from exploratory/audit/research are distilled into actionable, inspirational brief	
Brief is provided to Town of Addison team for feedback/revisions	
Brand positioning development	
Creative and planning teams are briefed	
Brand identity (rallying cry) and personality statements (attributes and benefits) are composed	
Identity components are presented, revised (two rounds) and finalized	
Establish brand approach for incorporating Town of Addison consistently into creative executions	
Creative Development	\$71,600.00
Creative development and copywriting for four (4) events	
<i>Fork & Cork</i>	<i>\$19,200.00</i>
Repurposing Current Design	
Modifying Logo - Removing "1st Annual"	
Updating colors and content	
Client to provide mandatory content and imagery	
Copy writing recommendations and language updates to content	
Includes design work for all collateral and digital components	
Assumes partners will be given specs and deadlines based on approved schedules	
Integrates Town of Addison Branding into ALL pieces	
<i>Kaboom Town</i>	<i>\$19,200.00</i>
Developing New Look and Feel	
Developing New Logo	
Updating colors and content	
Client to provide mandatory content and imagery	
Copy writing recommendations and language updates to content	
Includes design work for all collateral and digital components	
Assumes partners will be given specs and deadlines based on approved schedules	

Integrates Town of Addison Branding into ALL pieces	
<i>Oktoberfest</i>	<i>\$27,000.00</i>
Repurposing Current Design	
Design and Collateral Size Recommendations	
Updating colors and content	
Client to provide mandatory content and imagery	
Copy writing recommendations and language updates to content	
Includes design work for all collateral and digital components	
Assumes partners will be given specs and deadlines based on approved schedules	
Integrates Town of Addison Branding into ALL pieces	
<i>Summer Concert Series</i>	<i>\$6,200.00</i>
Repurposing Current Design	
Design and Collateral Size Recommendations	
Updating colors and content	
Client to provide mandatory content and imagery	
Copy writing recommendations and language updates to content	
Includes design work for all collateral and digital components	
Assumes partners will be given specs and deadlines based on approved schedules	
Integrates Town of Addison Branding into ALL pieces	
Media Management and Planning	\$8,400.00
Media Planning	
Media Strategy	
Ongoing Media Management	
Media Optimizations	
Monthly Reporting	
In-Kind Media Placement	
Final Recap Reporting	
Production	\$100,000.00
Production-Ready Mechanicals	
QA and Press Checks	
Production costs for ALL Events*	
Printing (Posters, programs, flyers, etc.)	
Digital development	
Promotional items (lanyards, stickers, etc.)	
<i>*All items to be itemized and outlined by Client and Belmont</i>	
GRAND TOTAL 2014/2015 BUDGET	\$220,000.00

Media Hard Costs	
Fork & Cork	\$26,000.00
Kaboom Town	\$5,000.00
Oktoberfest	\$25,000.00
Summer Concert Series	\$-
Media Hard Costs Total	\$56,000.00

**Schedule 2
Agency Fee**

Contract amount for year one will not exceed \$276,000. Services will be based on the break out provided within Schedule 1.

All Belmont staff will be billed at our standard government \$135/hour blended rate for services.