TOWN OF ADDISON, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR ADVERTISING BETWEEN TOWN OF ADDISON AND RODNEY HAND & ASSOCIATES MARKETING COMMUNICATIONS, LP FOR PRODUCTION, PROMOTION AND DISTRIBUTION OF ADDISON AND THE NORTH DALLAS CORRIDOR GUIDE IN AN AMOUNT NOT TO EXCEED \$90,000.00, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

<u>Section 1.</u> The Agreement for Advertising between the Town of Addison and Rodney Hand & Associates Marketing Communications, LP for production, promotion and distribution of *Addison and the North Dallas Corridor Guide* in an amount not to exceed \$90,000.00, a copy of which is attached to this Resolution as <u>Exhibit A</u>, is hereby approved. The City Manager is hereby authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 22nd day of January, 2019.

Joe Chow, Mayor

ATTEST:

By:

Irma Parker, City Secretary

APPROVED AS TO FORM:

By:

Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS COUNTY OF DALLAS

\$ 50 500

Agreement for Advertising

This Agreement for Advertising ("<u>Agreement</u>") is made as of ______, 2019 by and between the Town of Addison, Texas ("<u>Addison</u>" or the "<u>Town</u>") and Rodney Hand & Associates Marketing Communications, LP ("<u>Hand</u>") (Addison and Hand are sometimes referred to herein together as the "<u>Parties</u>" and individually as a "<u>Party</u>").

Recitals:

Whereas, The Town is a home rule Texas municipality, and Hand is a Texas limited partnership;

Whereas, Hand is the owner of a publication known as, *Addison and The North Dallas Corridor Guide* published by Hand in both print and digital editions. (being sometimes referred to in this Agreement as the "<u>Publication</u>");

Whereas, Hand also reproduces the Publication in (a) a digital format (the "<u>Digital</u><u>Magazine</u>") (b) a website (<u>www.addisonmagazine.com</u>) that promotes the <u>Publication</u>, and Addison and the North Dallas area (the "<u>Website</u>"), and (c) a periodic electronic newsletter that includes stories, promotions, and information regarding Addison and the North Dallas area that Hand promotes through an electronic mail distribution ("<u>E-News</u>");

Whereas, the Town desires to advertise in the Publication, on the Website and in the E-News for the purpose of promoting the Town and the surrounding area to visitors through distribution in hotel rooms and elsewhere in the Town and North Dallas area; and

Whereas, Hand agrees to produce the Publication, the Digital Magazine, the Website, and the 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 Rodney Hand & Associates Marketing Communications, LP do contract and agree as follows:

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

2. <u>Term</u>. This Agreement shall be in effect for a period of one (1) year, beginning on the date of execution hereof by the last of the Town and Hand and ending one (1) year thereafter, 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 four (4) additional one (1) year terms (each such one (1) year term being a "<u>Renewal Term</u>") 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,

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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. <u>Distribution of Publication, the Digital Magazine, the Website, and the E-News</u>. Hand will direct and distribute the Guide primarily to Addison and North Dallas hotels (as identified and agreed upon by the Town and Hand).

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

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

4. <u>Obligations, Representations and Warranties of Hand and the Town; Waiver;</u> Hand's Indemnification Obligation.

A. Hand's Obligations, Representations, Warranties.

(1) In connection with the Publication, the Digital Magazine, the Website, and the 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 Publication, the Digital Magazine, the Website, and the E-News.
- (b) In the production and distribution of the Publication, the Digital Magazine, the Website, and the 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) Upon request following publication of any issue, 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 E-News and their distribution, use, progress, development, and accomplishments. 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:

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- the number of Guides that have been distributed to third parties (e.g., hotels, businesses, individuals);
- the number of 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.

Hand and the Town (through the Town's Director of Public Communications or such other person as the Town Manager may designate (the "<u>Director</u>") will work together to determine other information and data to be included in a report.

Hand's Indemnification Obligation. HAND COVENANTS, AGREES TO, AND SHALL (2)DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO ADDISON), INDEMNIFY, AND HOLD HARMLESS THE TOWN OF ADDISON, TEXAS, ELECTED AND APPOINTED OFFICIALS, AND 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, 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,

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SUBCONTRACTORS, INVITEES, PATRONS, GUESTS, CUSTOMERS, LICENSEES, SUBLICENSEES (COLLECTIVELY, "<u>HAND PERSONS</u>"). 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.

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) <u>Waiver</u>. 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:
- (1) Pay Hand the sum of \$45,000.00 per issue for 18 pages of R.O.B. (Run of Book) advertising and editorial (see page 1 of exhibit A) in each of the two (2) issues of the Publication identified in <u>Exhibit B</u>. Such payment shall be made in accordance with the terms of this Agreement, including <u>Exhibit A</u> attached hereto and incorporated herein. The total not to exceed amount under this Agreement is \$90,000.00.
- (2) Such payments identified in Subsection (1) above, include payment to Hand for Hand's delivery of each issue of the Publications to various locations approved by the Director. 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 (1) and (2) of 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 Magazines, the Website, and the E-News as described in this Agreement.

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5. <u>Termination</u>.

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, the Town may terminate this Agreement at any time and for any reason (or for no reason) by giving Hand at least sixty (60) days written notice of such termination ("<u>Termination Notice</u>"). If a Space Reservation deadline listed on the attached <u>Exhibit B</u> for any issue of the Publication 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 Hand and ends at the conclusion of the 60th day thereafter, then this Agreement shall continue in effect as to such Publication only (the "<u>Continued Publication</u>"), and upon the completion of the work and services of Hand in connection with such Publication 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 Publication), place no further subcontracts or orders in connection with this Agreement, and terminate all subcontracts (if any).

6. <u>Delays</u>; 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 Publication in the required quantities and on the schedule outlined in Exhibit A; 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

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result in a late fee of \$400.00 per day which the Town may deduct from the final amount then payable.

7. <u>Notice</u>: 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:

<u>To Addison</u>: 5300 Belt Line Road Dallas, Texas 75254 Attn: Mary Rosenbleeth <u>To Hand</u>: Rodney Hand & Associates Marketing Communications, LP PO Box 12121 Dallas TX 75225 Attn: Rodney Hand

8. <u>Assignment.</u> This Agreement shall not be assigned or otherwise conveyed in whole or in part by Hand without the prior written consent of the Town. 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. <u>Independent Contractor.</u> The relationship of Hand to the Town is that of an independent contractor. The Town is solely an advertiser in the Publication and, except for its advertisements, does not control and has no authority to control the content of the Publications, the Website, or the 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. <u>Texas Law to Apply.</u> 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, and 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

Agreement for Advertising Page 6 of 6

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. <u>Severability.</u> 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. <u>Authority to Execute</u>. 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

Wesley S. Pierson, City Manager

Date of signing:

RODNEY HAND & ASSOCIATES MARKETING COMMUNICATIONS, LP By:

Date of signing: 1/10/2019

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Exhibit A

DESCRIPTION OF ADDISON/NORTH DALLAS PUBLICATIONS

A. <u>Schedule</u>: The (i) Spring/Summer 2019 issue of the Publication shall be completed and distributed by Hand on or before April 12, 2019. The (ii) Fall/Winter issue of the Publication shall be completed and distributed by Hand on or before October 11, 2019.

B. <u>Duties of Town</u>: The Town shall:

1. Become the anchor advertiser for the two issues of the Publication identified above. The Town shall be provided (a) 18 pages of R.O.B. (Run of Book) advertising and editorial for each of the two (2) issues of the Publication for the total cost of \$45,000.00 per issue. Payments will be due for each issue 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 Guide to all the hotels, and to all other sources as described herein or as may be designated and mutually agreed by the Town and Hand.

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 publication 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 publication which are the subject of this Agreement, and for no other purpose.

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

1. A min 40-page, Perfect Bound Magazine of 10,000 plus copies each for the two (2) issues of the Publication identified above. In each of those issues, Hand will provide the Town (a) full page premium ad position of inside back cover, and (b) up to four additional full-page ads per issue in the Town's section of choice.

2. Proofs of the editorial outline, story ideas, cover design, photos, artwork, and layout and input for all matters pertaining to the Town (e.g., Restaurant and retail profiles, special events, etc.) for approval by the Town. No editorial material of any nature pertaining to the Town (e.g., Restaurant and retail profiles, special

Exhibit A to Agreement for Advertising Page 1 of 4

events, etc.) will appear in the Publication(in any format, including paper, digital, electronic, or otherwise) unless it has been reviewed and approved by the Director.

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

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

(b) To the Town a list of all sources to whom copies of the Publication are distributed.

- 4. Copies to the Town for distribution.
- 5. That the advertising sales area will be limited to:

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

5. That no restaurants outside Addison area will be included in the digital Platform.

7. That 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 and that the Town shall receive a list of advertisers one (1) week prior to printing for each issue.

8. A ratio of advertising to editorial that shall not exceed 40% ads to 60% editorial.

9. That the average ad rate for a run of space, full page/4 color insertion shall not exceed \$3995.00 and for exclusive positions, a full page/4 color insertion shall not exceed \$4,595.00.

10. <u>Digital Edition</u>. That Hand will publish, at the same time as the publication of the print edition of the Magazine, a digital edition of the Magazine (with a link to that digital edition being included on a website owned and controlled by Hand at <u>www.addisonmagazine.com</u> and included in each edition of the E-News (described in the Recitals to this Agreement)). For the digital edition of the Magazine, Hand shall provide to the Town the following:

Exhibit A to Agreement for Advertising Page 2 of 4

(a) full page ad position of the inside back cover in each of the two (2) Annual issues;

(b) up to four (4) additional full-page ads per issue in the section of the Town's choice in each of the two Annual issues; and

(c) up to three (3) enhancements for each digital issue, including: *Slideshows, Flash Animation, Audio-Video*, image layers, or Web animation in each of the two Annual issues.

11. Website. Hand shall produce and maintain a website for the publication with content updates to be made to website a minimum of every two weeks (at www.addisonmagazine.com). Hand will provide the Town a year-long schedule for the Town of Addison ads that will appear on the website; with respect to that website, Hand shall provide to the Town the following:

(a) Advertising space on Front page (rotation ad zones 2, 3 and 4 each month (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);

(b) Advertising space on category page I (rotation ad zones 2, 3 and 4) every day of each month;

(c) Advertising space on category page II (rotation ad zones 2, 3 and 4) every day of each month; and

(d) Advertising space on page III (rotation ad zones 2, 3 and 4) every day of each month.

12. E-News publication. Hand shall produce and distribute the E-News publication at a minimum frequency of every two weeks. With respect to that E-News publication, Hand shall provide to the Town the following:

(a) One banner ad position in each issue of its E-News publication.

Exhibit A to Agreement for Advertising Page 3 of 4

<u>EXHIBIT B</u>

2X Annual Schedule 2019

For Publication Known As, *Addison And The North Dallas Corridor Guide*

Spring/Summer 2019

Ad Space Reservation: February 25 Ad Materials Deadline: March 11 Distribution Date: April 1-12

Fall/Winter 2019

Ad Space Reservation: August 26 Ad Materials Deadline: September 6 Distribution Date: October 1-11

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