

**November 15, 2019**

**To: Lena Stevens, Executive Director, Ferndale DDA (referred to as "Client")**

**From: Ashleigh Laabs, A. Victoria MAE**

## **Services**

### **Option 1: The dot Campaign (November to December 2019)**

#### **Lyft Codes**

- Purchase request of Lyft Codes – \*Reminder: All Lyft codes received in 2019 will expire December 31, 2019
- Ongoing management of Lyft Code campaign (refer to process document for additional information)
  - Organization, distribution, and communication for Lyft Codes
  - Email marketing messages surrounding recommended usage of Lyft Codes (festivals, etc)

#### **Construction Messaging**

- Email marketing messages surrounding The dot construction notices

## **Timeline**

### **Lyft Code Purchase Recommendation**

- November 2019 – 271 codes

## **Budget**

- Lyft Code Purchases - \$ 3794 at \$14 each
- Printing – appx. \$150 (runs appx. 1)
- Monthly campaign management - \$125 per hour
  - November – 10-15 hours
  - December – 10-15 hours
- Total (max.) Budget \$7694

## **Business Services Agreement**

This services agreement is made and entered into by and between, **A. Victoria MAE dba of Victoria Public Relations LLC** located at 2535 Rochester Rd. Royal Oak, MI 48073 and **Ferndale DDA** (Client) located at 300 E 9 Mile Rd, Ferndale, MI 48220

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**Engagement of Services.** A. Victoria MAE 's responsibilities include but are not limited to:

- The dot Campaign

**Compensation.** Client will pay A. Victoria MAE \$125 per hour for the project based on the outlined and agreed upon services starting upon signature of this agreement. Upon signature of this agreement, a 50% payment of the project/first month's estimate of hours will be invoiced at the time of signing this agreement. The remaining balance will be billed at the conclusion of the project or at the end of each month. Payment is due 10 days from invoice date. If an invoice becomes past due, until the invoice balance has been paid, A. Victoria MAE reserves the right to put all work on hold for the Client account and not resume work until payment is received. Should any agreement payment not be received by the due date on the invoice, a \$150 fee will be added (per 30-day cycle) that the payment is not received.

**Agreement Termination.** Either party may terminate this agreement upon 14 days written notice to the other party. A. Victoria MAE will submit final invoices no later than 30 days after the termination of this Agreement.

**Confidentiality.** Each party shall retain in strict confidence the terms and conditions of this Agreement and all information relating to the other party's business, development plans, programs, documentation, techniques, trade secrets, and systems. Neither party shall, unless otherwise required by law, disclose such information to any third party without the prior written consent of the other party.

**Relationship.** The parties intend that A. Victoria MAE's relationship with the Client in providing services shall be that of a business service agreement. Nothing in this agreement, or any performance associated with it, is intended or shall be construed to create a partnership, joint venture, or relationship of agency or employment between the Client and A. Victoria MAE, its employees, or subcontractors. The Client will regularly report amounts paid to A. Victoria MAE by filing a Form 1099-MISC with the Internal Revenue Service as required by law. A. Victoria MAE may perform the services required by this Agreement at any place or location and at such times as A. Victoria MAE shall determine.

**Distribution.** Client provides written authorization that A. Victoria MAE is authorized to distribute public relations and marketing items to media and other necessary parties on behalf of Client.

**Subcontracting and Employees.** A. Victoria MAE reserves the right to introduce qualified subcontractor(s) and/or employees into a project at its discretion. Subcontractor(s) and/or employees may perform specific task(s) as directed as part of the overall project. A. Victoria MAE will be responsible for the quality and completeness of work of all subcontractor(s). All project work will be completed by A. Victoria MAE employee(s) and/or subcontractor(s) as deemed necessary to meet project deliverables and to mitigate tasks.

**Content Property Rights.** A. Victoria MAE will not use any copyrighted content in development without the content owner's written permission. If Client provides copyrighted material for use in development, Client assumes all responsibility for the use of such content.

**Ownership of Property.** A. Victoria MAE acknowledges and agrees that all intellectual and actual property produced by A. Victoria MAE, is the property of the Client, and A. Victoria MAE shall retain no ownership, interest, or rights therein.

**Disclaimers.** A. Victoria MAE will not be liable to Client for any litigation that may be brought against the Client by any third party for any reason regardless of its nature. Client agrees that it shall hold A. Victoria MAE, harmless, for any claims brought against A. Victoria MAE by third parties relating to our development of the project contracted for by the Client. A. Victoria MAE reserves the right to withdraw any quote after 30 days of issuing the quote for approval.

**Expenses.** Actual expenses will be charged by A. Victoria MAE to the Client for all reasonable out-of-pocket expenses, including, but not limited to meals, travel, lodging and mileage at the maximum rate published by the IRS. Out-of-pocket expenses will be billed in addition to any agreed fees outlined in this document.

**Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Michigan. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Michigan, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Michigan, such personal jurisdiction shall be nonexclusive.

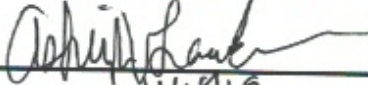
**Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired

thereby.

**Injunctive Relief for Breach.** A. Victoria MAE agrees that obligations under this Agreement are of a unique character that gives them particular value; A. Victoria MAE 's breach of any of such obligations will result in irreparable and continuing damage to Client, for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

*Items not contained in this document are not considered to be within the scope of the project. Note that the approximations of third-party vendors/tools are subject to change based on scope of work, if work with a third-party vendor is applicable to project.*

If the above information is understood and agreed upon, please place signature below.

Signature: 	Signature: <u>Lena Stevens</u>
Date: <u>11/18/19</u>	Date: <u>11.18.19</u>
Ashleigh V. Laabs A. Victoria MAE dba Victoria Public Relations LLC ashleigh@avictoriamae.com 989-780-4090 cell (call or text)	I am authorized to sign this agreement on behalf of: Client <u>Ferndale Downtown</u> <u>Development Authority</u> Print Name <u>Lena Stevens</u>