

This Social Media Manager Contract (the "Contract"), effective as of the date of full execution ("Effective Date"), is made between the Ferndale Downtown Development Authority, a downtown development authority authorized by Public Act 57 of 2018 ("DDA"), whose address is 300 E 9 Mile Rd, Ferndale, MI 48220 and Sadie Quagliotto Social Media Services, a Michigan based social media company whose address is 3874 Samuel Ave, Rochester Hills, MI 48309 ("Service Provider"). In this Contract, either DDA and/or Service Provider may also be referred to individually as a "Party" or jointly as "Parties."

In this Contract: The Service Provider will provide comprehensive social media content creation and management services for Downtown Ferndale, the public-facing brand managed by the Ferndale DDA, covering these specific platforms; Facebook, Instagram, Threads, Twitter (X), and TikTok unless mutually agreed upon in writing by both of the parties. The plan includes consistent posting on Facebook, Instagram, and Twitter, with additional posting on Threads when content is suitable to the platform as determined by the Service Provider. The Service Provider will also create two pieces of original content for Tiktok a week, this content will be reshared on Instagram with the appropriate tags and edits to maximize reach/interaction. In the event of a TikTok ban in the United States, The Provider will create two new pieces of content for Instagram, blending them with reshared and original content (photos and videos collected during visits) for that platform. In addition, the Provider will reshare 4 pieces of user-generated content (UGC) on Tiktok a week to keep its channels active and to feature other aspects of Ferndale through the eyes of the businesses and visitors. Furthermore, regular Instagram/Facebook stories will be generated to maintain a lively Downtown Ferndale appearance. The Service Provider will also visit Downtown Ferndale twice a month to capture on-site content, this can be in coordination with the DDA for specific coverage. Additionally, user-generated content will be curated and shared to portray all facets of Downtown Ferndale positively. The Service Provider will actively manage these social channels, engaging with comments as needed, while adhering to content moderation policies. The overarching goal of this contract is to boost Downtown Ferndale's visibility, business appeal, and community engagement. Sadie Quagliotto Social Media Services will curate and manage the channels but the Downtown Ferndale Development Authority has final approval of the posts and moderation on all channels.

Goals: The goal of this Contract is for the Ferndale Downtown Development Authority and Service Provider to promote Downtown Ferndale in a positive light, and inform the local community about events, new businesses, and ways to enjoy Downtown Ferndale, thereby attracting more business and attention to Downtown Ferndale.

Term: This contract will be for 6 months, commencing on July 1, 2024, and concluding on December 31, 2024.

Scope of Services: The Service Provider agrees to provide social media content creation and management services for Downtown Ferndale. This will include Facebook, Instagram, Threads, Twitter (X), and TikTok content creation and management. The Service Provider will post 6-7 times a week on Facebook, Instagram, and Twitter (X). The Service Provider will also post original content on TikTok 2 times a week and reshare UGC on TikTok 4 times a week. The Service Provider will post on Threads when The Service Provider deems it applicable and proper. Additionally, the Service Provider will create stories for Instagram/Facebook 6/7 days a week to generate excitement and give the appearance that something is always happening in Downtown Ferndale. These stories will range from 3 to 5 slides and the slides will showcase Downtown Ferndale, Ferndale Michigan, local businesses and events, Oakland County, as well as things relevant to Metro Detroit.

The Service Provider will visit Downtown Ferndale 2 times a month to create this content. This can be planned with the Ferndale DDA if they have specific things they would like the Service Provider to cover/promote. This needs to be coordinated 10 business days or more in advance with the Service Provider and the DDA. These monthly visits will range from 1 to 3 hours depending on how much content the Service Provider needs to collect. The Service Provider will also curate and repost/reuse User-Generated Content to showcase all aspects of Downtown Ferndale. Furthermore, she will manage all the aforementioned social channels and respond to comments as needed, following Downtown Ferndale's content mediation policies when necessary. The Service Provider will respond to messages and questions within 72 hours or 3 business days.

The Service Provider will also have one (1) virtual/audio meeting per month to go over the last month, plan for the next month, and go over the stats with the DDA. Stats for all the social media channels will be run by The Service Provider and submitted to the DDA once a month around the first of the month. This meeting will run approximately 30-60 minutes and can be done on video or by phone. The DDA must give the Service Provider 7 days' notice in writing when they would like the meeting to take place. Or alternatively, the one virtual/audio meeting can also be scheduled during one of the Service Provider's monthly visits to Downtown Ferndale and completed in person.

The Service Provider shall provide the Services, as described herein, to the Ferndale DDA on a non-exclusive basis, and shall be free to provide its services to third parties

during the Term of this Agreement, provided that the Service Provider shall not provide such services in a way that is inconsistent with any of the provisions of this Agreement.

Termination: Termination and Payout Clause:

Service Provider's Right to Terminate: The Service Provider reserves the right to terminate this contract at any time by providing the Ferndale DDA with a 15-business-day written notice. If the notice is given at the beginning of the month, the Service Provider will complete the services for the remainder of that month, even if it exceeds the 15 business days, provided that the DDA has already paid the agreed monthly fee.

The Downtown Development Authority's (DDA) Right to Terminate: The DDA may terminate this contract at any time by providing the Service Provider with written notice. In the event of such termination, the DDA agrees to pay a termination fee equal to the remaining contract value, unless the cause for termination is breach of contract.

Mutual Agreement: Both parties may mutually agree to terminate this contract at any time without any additional fees or penalties, provided that such agreement is documented in writing and signed by both parties.

Payment Terms: The monthly payment for this contract is \$3,250.00. An invoice must be submitted by the Service Provider within the first week of a month and must be paid within the first 14 days of the following month. If payment is not made within this period, there is a \$75 fee for each week (7 days) the payment is late, not to exceed \$300 per invoice. Services will cease after 14 days of late payment and restart when the payment is received.

Sadie Quagliotto Social Media Services will also use Later (a scheduling platform) to post, allowing the DDA to review content in advance. This incurs an additional \$25 fee per month, billed to the Ferndale DDA, making the total monthly payment \$3,275.

Content Review: The Ferndale DDA can send content to be posted and requests to change or alter the content to the Service Provider and expect that these requests will be addressed within 72 hours (business days) or sooner. The Ferndale DDA can use Later to view and approve or disapprove or request changes to content before it is posted to their pages.

Content Changes Made with Less than 72 Hours Notice: If and when the Ferndale DDA makes requests with less than 72 hours they should not expect that the work can be completed by the Provider. If the Provider can honor the request, the Provider will let the DDA know that:

- A) The Provider is available to complete the work, and
- B) If completing this work will incur an additional fee for the DDA.

Some short notice requests may be honored without charge at the Provider's discretion. If the DDA will incur a charge they will be told in writing in advance and can decline the services.

If the request will incur an additional charge for the DDA the Provider will invoice that work at a rate of \$75/ hour in a separate invoice that must be paid within 30 days of receiving it.

Additional Visits to the City of Ferndale: The Provider will visit the city of Ferndale 2 times a month to collect content as stated in this contract. This can be in coordination with the Downtown Ferndale Development Authority if given proper notice (10 business days). If the city of Ferndale wishes to add additional visits during the month and the Provider is available to honor those requests the Provider will invoice that work at a rate of \$75/ hour in a separate invoice that must be paid within 30 days of receiving it.

Independent Contractor: The parties to this Contract intend that the relationship between them created by this Contract is that of the Service Provider and Service Purchaser. It is expressly agreed, understood, and intended that no employee-employer relationship shall exist or be established, and that the Service Provider is an Independent Contractor who has been retained to render the Services to achieve specific results in exchange for specified recompense. As an independent Contractor, Service Provider expressly agrees that:

- (A) In the performance of this Contract, the relationship of Service Provider to the DDA shall be that of an Independent Contractor and not that of an employee or agent of the DDA or the City of Ferndale, and Service Provider shall not be deemed to be the employee or agent of, or a servant to, the DDA or the City of Ferndale;
- (B) Unless otherwise indicated in the Payment Terms, Service Provider shall be responsible for all equipment, supplies and materials necessary to perform the Services and shall not be entitled to DDA or City of Ferndale payment or reimbursement for any resulting costs or expenses;

- (C) Service Provider shall be solely responsible for training, supervising, and compensating Service Provider and Service Provider's personnel, if any, involved in providing the Services;
- (D) Service Provider and Service Provider's personnel, if any, are not employees of the DDA or the City of Ferndale, shall not make any representations or statements that suggest otherwise, and have no authority to make any agreement for or otherwise bind the DDA or the City of Ferndale;
- (E) Service Provider will determine and control the means of performing the Services, within such general parameters or specifications as may be provided by the DDA, this Contract, and applicable laws and codes;
- (F) Service Provider will be responsible for the satisfactory performance and completion of the Services that Service Provider performs or agrees to perform and may be held liable for failure to satisfactorily complete such Services;
- (G) Service Provider will be solely responsible for payment of salaries, wages, and other compensation for Service Provider's employees and agents, if any;
- (H) Service Provider shall not be eligible for coverage under or eligible to receive the benefits of the DDA or City of Ferndale's employee pension plans, employee welfare plans, workers' compensation, unemployment or health insurance, or other benefit plans; and
- (I) Service Provider is and shall perform under this Contract as an Independent Contractor, and no liability or responsibility with respect to benefits of any kind, including without limitation, pension, medical/health benefits, worker's compensation, or other rights or liabilities arising out of or related to the performance under this Contract.

Insurance: The Service Provider shall have no right to or expectation of coverage under any insurance policies of the DDA or the City of Ferndale. Service Provider shall be responsible for having and maintaining during the life of this Contract all insurance required by law or otherwise necessary to cover Service Provider's liability relating in any way to the performance or nonperformance of the Services under this Contract and any personal injury or property damage suffered by Service Provider relating in any way to the performance or nonperformance of the Services under this Contract, including liability, workers' compensation and motor vehicle liability insurance for the vehicle(s) used by Service Provider in or for purposes of the performance of the Services. Neither the DDA nor the City of Ferndale is obligated to insure the Service Provider in any way or to provide insurance or insurance coverage of any kind, nature, or amount to or for the Service Provider.

Indemnification: Both parties agree to indemnify and hold harmless each other, including their respective officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, claims, suits, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the performance of this contract, except to the extent directly caused by the other party's negligence or willful misconduct. This indemnification obligation shall survive the termination or expiration of this contract.

Notices: Any notice required or permitted to be given under this contract shall be in writing and shall be delivered personally, sent by registered mail, or sent by email to the parties at the addresses provided below. Notice sent by email shall be deemed to have been received on the next business day after it was sent unless the sender receives an automated message indicating that the email was not delivered. Mailing of the notice by registered mail, and return receipt requested, shall also be sufficient notice.

This Agreement represents the entire understanding between the parties and supersedes all prior negotiations, understandings, or agreements. Any modification of this Agreement must be in writing and signed by both parties.

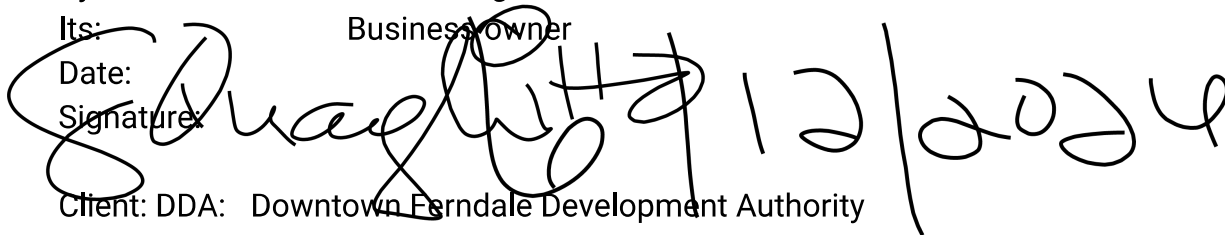
Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Service Provider: Sadie Quagliotto Social Media Services
Address: 3874 Samuel Ave Rochester Hills MI 48309
Email: Sadiequagliotto@gmail.com
By: Sadie Quagliotto
Its: Business owner

Date:

Signature:



Client: DDA: Downtown Ferndale Development Authority

Address: 300 E 9 Mile Rd, Ferndale, MI 48220

Email: jennie@downtownferndale.com

BY: Jennifer Beeker

Its: Executive Director

Date: June 12, 2024

Signature:

