

## **AGREEMENT FOR PROFESSIONAL SERVICES**

Between Venue Parks and Arts (VPA) and A Gammage Solutions (Austin Gammage)

This Agreement For Professional Services (this "Agreement") is entered into on September 16, 2019 (the "Effective Date"), by and between the City of South Bend, acting by and through its Board of Park Commissioners, for the benefit of the Venues Parks & Arts Department (the "City"), and A Gammage Solutions, a domestic limited liability corporation with its principal place of business located at 57175 Aland Rd, South Bend, IN, 46619, ("AGS" or "Provider").

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the City the professional services (the "Services") set forth in the Provider's proposal attached hereto as Exhibit A (the "Proposal"), which Proposal is incorporated herein. In the event of any conflict between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider's satisfactory performance of the Services, and subject to the terms and conditions of this Agreement, the Provider will be entitled to receive 100% of the net revenues generated from ticket sales as set forth in the Proposal (net revenues are defined as \_\_\_\_\_).

3. Sponsorships. Upon the written approval by VPA contact, the Provider may seek sponsors to provide additional financial or in-kind support of events.

4. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider's satisfaction of all its obligations under this Agreement.

Therefore, it is agreed between the parties as follows:

### **City's Rights and Responsibilities:**

1. Provide a budget of \$1,500 per event to go towards overall expenses and any paid marketing (radio, social media advertisements, print advertising, etc.). Any expenses above and beyond this amount are the responsibility of the Provider.
  - a. Provider shall either submit a list of items needed for each event to the Venues, Parks & Arts ("VPA") Department of the City for purchase or provide invoice with attached receipts for reimbursement.
2. Provide up to 15 hours of in-house marketing and design services per event, which can include but is not mandatory or limited to:
  - a. Up to 15 organic social media posts across VPA Facebook, Instagram & Twitter channels
    - i. 5 posts per channel plus creation of event

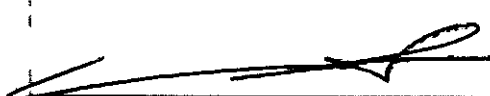
- b. Inclusion in VPA email newsletter/Custom email promotion
  - c. Press release
  - d. Print piece design (flyer/poster/banner/etc.) and printing
  - e. Event Photography
  - f. See Exhibit B for additional list of services
3. Retain ownership of all photos, videos and likenesses produced in preparation for and during events covered under this Agreement.
  4. Upon request from Provider, provide year-end information for taxes, auditing financial services, grants, etcetera.
  5. The City grants the Provider a limited non-exclusive license to use VPA provided logo and information on all event promotional materials published or advertised by Provider to fulfill Provider's responsibilities under this Agreement. Provider use of VPA logo or information for any other purpose constitutes a material breach of this Agreement. In the event of a material breach, the City may immediately terminate this Agreement by notifying the Provider in writing. Provider shall not be entitled to any compensation or reimbursement of expenses as of the effective date of termination.

**Provider's (AGS) Rights and Responsibilities:**

1. Provide a minimum of four (4) events for VPA, or VPA approved partners, at any VPA recreation location during the term of this Agreement. Specifically, Provider shall provide one event in the fourth quarter of 2019 and three events during 2020.
  - a. A minimum of two (2) events shall take place at a VPA location agreed to by the City. Upon the written approval of the Director of Recreation, two (2) events may take place at non-VPA locations.
2. Supply ideas, strategies, and intended outcomes prior to all events during the calendar year
3. Promote, staff, and execute each event.
4. Be entitled to receive 100% of the net revenues derived from ticket sales.
  - a. Ticket pricing for each event must be agreed upon in advance of each event in writing by both parties.
5. Represent and market VPA with AGS responsibly and use VPA logo and information on all promotional material and as it is intended. No event promotional materials will be published or advertised by Provider on behalf of VPA prior to final sign-off by VPA contact.
6. Report outcomes of events and survey results within 15 days after each event. Data elements in the report include but are not limited to total attendance, attendant's demographic data, any contact information obtained, total event revenue, and responses from administered surveys
7. Obtain the appropriate licenses and permits when necessary and hold VPA harmless in all instances when required.
8. Provide VPA accommodations during events for additional partnership building or promotional purposes.
9. Provide a year-end recap to the Director of Recreation on December 1 2020.
10. Intellectual property that comes from the events will belong to the City of South Bend.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

  
\_\_\_\_\_  
Signature


Austin Gammage, President

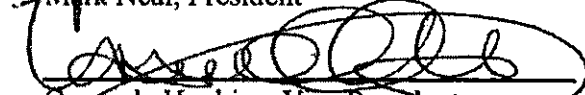
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Street Address

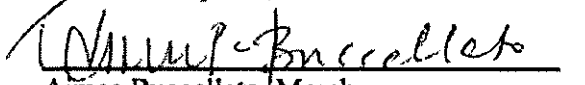
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City, State Zip

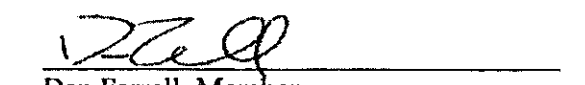
574-876-3367  
Telephone Fax

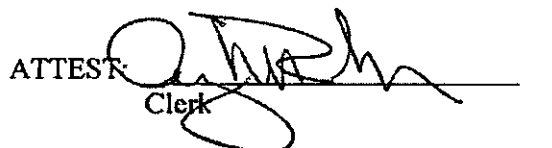
**CITY OF SOUTH BEND, INDIANA  
BOARD OF PARK COMMISSIONERS**

  
\_\_\_\_\_  
Mark Neal, President

  
\_\_\_\_\_  
Consuela Hopkins, Vice President

  
\_\_\_\_\_  
Aimee Buccellato, Member

  
\_\_\_\_\_  
Dan Farrell, Member

ATTEST:   
\_\_\_\_\_  
Clerk

**EXHIBIT A**

**Proposal**

[See attached.]

## Exhibit A

### VPA Shall Meet:

- Provide a budget of \$1,500 per event to go towards overall expenses and any paid marketing (radio, social media advertisements, print advertising, etc.). Any expenses above and beyond this amount the responsibility of AGS to cover.
  - AGS to either submit items to VPA for purchase or provide invoice with attached receipts for reimbursement
- Provide up to 15 hours of in-house marketing and design services per event, which can include but is not mandatory or limited to:
  - Up to 15 organic social media posts across VPA Facebook, Instagram & Twitter channels
    - 5 posts per channel plus creation of event
  - Inclusion in VPA email newsletter/Custom email promotion
  - Press release
  - Print piece design (flyer/poster/banner/etc.) and printing
  - Event Photography
  - See exhibit B for additional list of services
- Retain the ownership of photos, videos and likenesses produced prior and during event implemented for VPA
- Year-end information for taxes, auditing financial services, grants, etc., as requested by AGS

### AGS Shall Meet

- Provide a minimum of four (4) events for VPA or VPA approved partners within one year of agreement. Provide one in 4<sup>th</sup> quarter of 2019 and three events in 2020.
  - 2 events at any VPA location. Potential for 2 events to take place at a non-VPA location, upon approval from Director of Recreation.
- Supply ideas, strategies, and intended outcomes prior to all events during the calendar year
- Promote, staff, and execute each event
- Entitled to receive 100% of net revenues derived from ticket sales
  - Set fees for ticket pricing must first be approved by VPA
- Represent and market VPA with AGS responsibly and use VPA logo and information on all promotional material and as it is intended
- Shall report outcomes of events and survey results within 15 days after each event
- Provide VPA with any information or demographic data obtained from event guests (home address, email address, phone, etc.)
- Obtain the appropriate licenses and permits when necessary and hold VPA harmless in all instances when required
- Shall provide VPA accommodations during events for additional partnership building or promotional purposes
- Shall provide a year-end recap.
- Intellectual property that comes from the event will belong to the City of South Bend



CITY OF SOUTH BEND  
**VENUES PARKS & ARTS**

**LIST OF SERVICES**

**Communications:**

- Press Release [1]
- Web Content [15min-1hr]
- Create new webpage [1.5hr]
- Blog [2.5hr]

**Design pieces:**

- Template Flyer/Poster/Handbill design [1hr]
- Custom Flyer/Poster/Handbill design [3-4hr]
- Template Banner/billboard design [1hr]
- Custom Banner/billboard design [2hr]
- Production [1hr]
- Distribution [1hr]
- Yard sign design [1hr]
- Template design for client to use [3hr]
- Signage/wayfinding [1hr] each
- Brochure design (Trifold) [6hr]
- Program/Guide [1hr] per page
- Magazine/newspaper ad [3hr]
- Digital Ads [1hr]

**Branding:**

- Logo [21hr]
- Experience audit & recommendations [6hr]  
considering two people

**Digital:**

- FB posts [20min]
- FB events [20min]
- TW posts IG posts [15min]
- SM ad/boost [45min]
- Email marketing: story [2.5hr]
- Email promotion [3.5hr]
- Digital ads(google) [8hr]
- Text club [20 min]
- SM video [4hr]
- Community calendar listing [1hr] per event
- Community monitors

**Training:**

- SM training [2hr]
- Template training [1.5hr]

**Other:**

- Copy writing [1hr] per page
- TV spot [4hr]
- Radio spot [1hr]
- Create video [4hr]
- Videography outside vendor [1hr]
- Photography outside vendor [1hr]
- Apparel D&P [2hr]

Total hours estimated: \_\_\_\_\_

Notes: