

What's Happening!<sup>TM</sup> Family of Publications, Contract 2019-2020

AGREEMENT

This Agreement is made between \_\_\_\_\_ (“Client”) with a principal place of business at \_\_\_\_\_ and

RIVERTOWN COMMUNICATIONS LLC (“Rivertown”) with a principal place of business at 8308 Orleans Blvd, Union, Kentucky, 41091.

WHEREAS, What's Happening! <sup>TM</sup> is a non-political publication supported and shared by tax-utilizing organizations and/or special districts, utilities and 501c organizations of a non-political and non-religious nature in a given county, area, or region and the purpose of What's Happening! <sup>TM</sup> is to enable such organizations to communication with 100% of residences in order to inform them of the services, projects, and progress paid for by their tax dollars; and

WHEREAS, Client desires to engage the services of Rivertown Communications LLC, for Fiscal Year July 1, 2019 to June 30, 2020;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**1. Services to be Performed by Rivertown Communications LLC:**

Rivertown Communications LLC agrees to perform the following services on Client's behalf:

- A. Create county-wide newsletters to be mailed at predetermined times two or three times a year;
- B. Create designated number of pages with text and graphics supplied by client;
- C. Review and edit out all information that may give the appearance of politicking or promotion of individuals or political organizations;
- D. Give two month's notice of an upcoming mailing date and inform client of anticipated dates for deadline and distribution;
- E. Seek approval through PDF proofs by client of its information and layout prior to publishing;
- F. Employ the services of a professional graphic designer for maximum visual appeal and professional proof-reader for accuracy;
- G. Take responsibility for project management including overseeing graphic design, 100% saturation list rental, printing, mailing, maintaining www.whatshappeningnews.com web site with PDFs of the past copies on such;
- H. Complete each issue in a timely manner and according to the schedule agreed upon by all participants;
- I. Pay all invoices incurred for production of the publication; and
- J. Provide at least 50 extra copies to each participating organization to be used for its own purposes.

## 2. Obligations of Client

The Client shall:

- A. Provide text, graphics, and photos to Rivertown on or before the previously established deadline. It is understood that if Client is tardy and does not meet the deadlines given, Client may lose the opportunity to proof its page(s) and Rivertown takes no responsibility for errors, whether caused by the client or Rivertown;
- B. Provide information to complete its stated commitment. If Client commits either in writing or by voice to purchase space and fails to submit information, Client will be charged full price for the space if Rivertown cannot find another organization to utilize that space;
- C. Designate one person to act as liaison with Rivertown Communications LLC who will take responsibility for receiving and assuring payment of Rivertown unless another person has been designated the accounts payable contact person. While an organization may allocate parts of the Rivertown invoices among departments or outside entities, Rivertown shall receive one check from the Client for the full payment due;
- D. Make corrections and approve the layout of its page in no more than 72 hours after receipt of the PDF file. It is understood that if Client does not respond with corrections and changes, Rivertown will try to contact Client by phone after which Rivertown will assume the page is acceptable and print it as such. In such a case, Rivertown takes no responsibility for errors, whether caused by the client or Rivertown.

## 3. Digital Rights of Client and Rivertown Communications LLC

It is further understood and agreed that:

- A. Client may request a PDF of the publication for inclusion on its website or may link [www.whatshappeningnews.com](http://www.whatshappeningnews.com) to its website;
- B. Client may request a PDF of any and all pages paid by Client, with or without page numbers. Such PDFs will state in print no larger than 9pt. at the bottom of the page that this page or pages appeared in What's Happening! Such PDFs may be used in both print and digital format.

## 4. Cost & Schedule

### What's Happening! in Boone County:

- A. \$1,728 per full page per issue, 53,500 mailed and 55,000 printed at a cost of \$0.032 per mailed copy (1,728/53,500; half pages, when available, are \$964.
- B. Mail dates are late August, mid-January, and mid-May

### What's Happening! in Campbell County:

- A. \$1,544 per full page per issue, 41,750 mailed and 43,000 printed at a cost of \$0.037 (1,544/41,750) per mailed copy; half pages, when available, are \$872.
- B. Mail dates are early August, mid-January, and mid-May

**What's Happening! in Kenton County:**

- A. \$2,035 per full page per issue, 71,300 mailed and 73,000 printed at a cost of 2.9¢ (2,035/71,300) per mailed copy; half pages, when available, are \$1,175;
- B. Mail dates are mid-August and late January/early February

**What's Happening! in Oldham County**

- A. \$1,193 per full page per issue, 26,500 mailed and 28,000 printed at a cost of \$0.045 (1,193/26,500) per mailed copy; half pages, when available, are \$696;
- B. Mail dates are September, early February and May

***Special Discounts***

- A. Organizations which participate in all issues of What's Happening! in Boone, Kenton, and Campbell are entitled to a 10% discount in all three publications.
- B. Organizations which purchase the 4 middle pages or 4 pages elsewhere shall receive up to 1,000 copies of those 4 pages free of charge, if they wish.

***Special Circumstances***

Half pages are not guaranteed a place in the magazine. Rivertown will try to accommodate but if there is not room, half-pages will be dropped. Prior to dropping the page, Rivertown will notify the organization and give it the option to either go up to a full page or drop out.

**5. Terms of Payment**

Rivertown shall submit an invoice when a proof has been sent to the client. Because Rivertown pays for postage ahead of time, it is hoped that invoices be paid within 15 days; however, 30 days is normal and customary and Clients are expected to pay within 30 days of receipt unless other arrangements have been made with Rivertown.

In addition, if Client adds or deletes material after the publication has been uploaded to the printer, Client will be charged an additional fee by the graphic designer of \$75 per hour if the graphic designer is available to modify the final document. In addition, Client will be responsible for any and all extra charges levied by the printer and may not have the opportunity to see the revised copy.

**6. Independent Rivertown Communications LLC Status**

Rivertown Communications LLC is an independent contractor, not Client's employee and, as such, has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed. Rivertown shall pay all bills associated with publishing What's Happening! as well as income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement.

**7. Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute themselves and then with the help of a mutually agreed-upon mediator. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator. Judgment upon the award rendered by the arbitrator may be

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entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator.

**8. Limited Liability**

It is understood that Rivertown and Client work together in good faith and that each endeavors to produce a flawless product. As such Rivertown's liability to Client under this Agreement for typographic errors shall, in no case, exceed the compensation (the cost of a page(s) less cost of goods) received by Rivertown by the Client under this Agreement. If the error was a result of a printing, distribution, or postage, Client may be entitled to full compensation but not to exceed the actual cost of the page(s) purchased. However, Rivertown shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Rivertown.

NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

**9. Notices**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as when delivered in person, sent to the recipient's address or when sent by e-mail to the person giving notice.

**10. Miscellaneous**

- A. This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf;
- B. This Agreement will be governed by the laws of the State of Kentucky;
- C. This Agreement will become effective when signed by both parties and will terminate on June 30, 2020

**CLIENT:**

\_\_\_\_\_ Date: \_\_\_\_\_

By: (Signature and Title) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

**RIVERTOWN:**

Rivertown Communications LLC, Taxpayer ID Number: 611 384 285; Andrea S. Mack, President & Owner

\_\_\_\_\_ Date: \_\_\_\_\_

Please make a copy of your signed agreement and return your signed copy to Rivertown Communications LLC, 1369 Mills of Miami Blvd, Milford, OH 45150. Call (859) 250 9131 or write [andreashepardmack@gmail.com](mailto:andreashepardmack@gmail.com) with questions/concerns.