

# Marketing Services Agreement

## Park City Local Card, Park City UT



This **MARKETING SERVICES AGREEMENT** ("Agreement") made and entered into effective as of: \_\_\_\_\_, \_\_\_\_\_ ("Effective Date"), by and between \_\_\_\_\_ ("Client"), and Tom Richardson, an Individual(s) dba Park City Local Card ("Local Card"), including, but not limited to its Parent Company / Officers / Directors / Heirs and with reference to the following facts and program inclusions:

**Select Desired Program(s):**                      **\$99/\$29 Stimulus**                      **\$460 Paid In Full**                      **\$820 2-Year Paid In Full**

**\$300 90-Day Top Banner**                      **\$150 90-Day Side Banner**                      **\$499 GiftTran™**                      **\$1,500 Card Sponsor**

**Other Upgrade / Program / Adds:** \_\_\_\_\_ **Price:** \_\_\_\_\_

### Contract Recitals:

1. **Contract Term:**                      **3 Month Recurring**                      **6 Month Term**                      **9 Month Term**                      **12 Month Term**
2. **Local Card** is a local business marketing product whereby **Client** agrees to pay selected annual fee above ("Fee"); in return for the agreed Fee, during the period of time above ("Term"), Client enjoys various discounted marketing services, including and among other services, access to market Client's Business via a proprietary 'opt-in' contact database of local resident consumers ("Card Holders") which is managed, securely guarded updated daily, and kept accurate and current through various means and database updating techniques;
3. **Client** desires to enter into an monthly/annual business relation with **Local Card** for the purpose of marketing **Client's Business** via **Local Card** business marketing product: **Local Card**;
4. **Local Card** agrees to enter an annual business relation with **Client** for the primary purpose of marketing **Client's Business** through **Client's** participation in **The Local Card** marketing program;

### Contract Agreement:

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

1. **Client appointment of Local Card** as a marketing services provider through **Local Card** program. Client hereby appoints and **Local Card** accepts appointment and responsibility to act in good faith and in Client's best interest for the **term of this Agreement**;
2. **Product offered, Local Card: Local Card** is a freely distributed plastic Credit Card Style discount and loyalty card. Distribution of the card is achieved in various ways: i.e. online requests, direct mail, face to face, at public events, and it is available at participating **Client Businesses**;
3. **Responsibilities of Local Card.** Throughout the term of this **Agreement Local Card** shall, in good faith, use all available means or technology fiscally responsible to achieve a maximum value added **return for the chosen fee option** in the form of improved exposure to local consumers, and/or various other marketing efforts to improve **Client's** sales to **Local Card** Holders; depending on fee, including but not limited to;
  - a. You are entitled to **1, 3, 6, 9, or 12 annual e-blast marketing emails** which you can send to **Local Card's** Registered Card Holder Database; e-Blasts are non-exclusive unless agreed otherwise;
  - b. Your Business is entitled to additional discounted rates for e-blast emails; only (12) additional e-blasts MAX may be purchased per year, this is based on your original enrollment;
  - c. Your Business will be given access to an exclusive Dynamic Online **Client Business Admin Console** where information about your business, your offers, and e-Blasts updated / created;
  - d. Your Business will enjoy inclusion in various other planned or future **Local Card** online, offline, and other various marketing efforts or opportunities for value added **Client** exposure;
  - e. Access to use additional 'Fee Based' **Local Card** marketing opportunities, i.e., ad inclusion in card 'auto-responder' emails from online form emails, newsletter mentions, Client Business highlight opportunities on website, exclusive Client (only) **Local Card** promotion opportunities, website banner ads, Local Card Sponsorship, Local Card Jeep sponsorship, etc;
  - f. Access to city and national program stats, marketing info, and returned value data as it is assimilated over the season of **Local Card's** growth and/or as this data becomes available or useful to Clients based on a 'need to know', or determined value basis. Online reports can be viewed in your Admin.
4. **Responsibilities of Client.** Throughout the term of this **Agreement Client** shall, in good faith and to the degree it is reasonable, work with **Local Card** occasionally to help improve the **Local Card** experience for card Holders; i.e. Using available means or technology fiscally responsible to track card use and report back to **Local Card** on response rates to special promotions; the focus being to help improve the various marketing efforts, thus ultimately improving the **Client** and **Local Card Holder** experience.
  - a. Client agrees to pay the agreed non-refundable fee option: \$99/\$29, \$460, \$820, \$300, \$150, \$300 \$499, \$1,500 (or other negotiated prices) per business location participating in **Local Card Program**;
  - b. **Client agrees to accept the Local Card at his/her place of business (and) will extend Local Card Holder discounts (better than what is available to general public) during the entire Agreement Term. If business offer is not created within three (3) days of activating this account A 15% DISCOUNT OFFER WILL BE GENERATED BY US AND YOUR BUSINESS WILL BE REQUIRED TO HONOR IT UNTIL ANOTHER OFFER IS CREATED;**
  - c. Client agrees to coordinate staff training with regard to recognizing the Local Card, and readily knowing what the 'current' Local Card Holder discount is. **Clients who do not properly train staff on this program (or) if Client's staff is unaware of the program or the Local Card discount, Client may lose their Local Card listing permanently without refund.**
  - d. Our success and the improvement of the Card User experience relies as heavily on the feedback received from Client Business Members. Local Card will engage your business in the process of improving our program and expect cooperation and constructive criticism from Client over the Agreement term.

5. **Exclusivity / Non-Compete / Client Privacy and Client Business Data Security.** Throughout the term of this Agreement, Local Card promises that it will not share, utilize, or otherwise cause proprietary Client business data, Client contact data, or any other transferred, or known Client data or business operations information to be shared, leaked, or in any way stored insecurely so that there is any risk to the Client of their proprietary data, or information about their business, or operations could be passed to, or used in any way by another competing, or non-competing business;

### **Miscellaneous Contract Provisions:**

1. **Independent Contractor.** The relationship between Local Card and Client under this Agreement is intended to be that of an independent contractor. Nothing in this Agreement is intended to be construed so as to constitute Local Card and Client as partners or joint venturers, or either party here to as the employee, agent or legal representative of the other party. Neither Local Card nor Client shall have any right to hold itself out as an agent of the other or claim or represent that it has such right or authority.
2. **No Assignment.** This Agreement may not be assigned by any party hereto without prior written consent of the other parties hereto.
3. **Notices.** All notices, orders, authorizations, approvals, and other communications required or permitted herein shall be in writing and shall be delivered personally or sent by recognized courier service, return receipt requested, or sent by telecopy or other similar facsimile transmission. Items shall be deemed delivered on the date of delivery. The address of the parties for purposes of this provision are as set forth on the signature page to this Agreement (as may be amended pursuant to a notice delivered hereunder).
4. **Choice of Law.** This Agreement shall be construed in all respects and governed solely and exclusively by the applicable laws of the County and State where it was signed, without regard to the conflicts of law principles thereof.
5. **No Waiver.** The waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any succeeding breach of such provision or the waiver of the provision itself.
6. **Severability.** If any provision of this Agreement shall be held unenforceable, either by operation of law or otherwise, the remainder of the Agreement shall nevertheless remain in full force and effect, it being the intent and agreement of the parties that this Agreement will be deemed to have been amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is legal and enforceable and that achieves the same objective.
7. **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements, amendments, understandings and negotiations regarding the same. This Agreement may not be changed, modified, amended or supplemented except by a written instrument signed by all parties hereto.
8. **Further Assurances.** Each party agrees to perform any further acts and execute and deliver any and all further documents, agreements, and/or instruments which may be reasonably necessary or desirable to carry out or effect the provisions of this Agreement.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.
10. **Total Access e-Blast Accounts.** Unless agreed to differently in writing, e-blast services may not be used until account is **Paid In Full**. No exceptions will be made.

## Discounted Or Promotional Payment Options And Payment Terms

All forms of payment are accepted, i.e. cash, check and all Major Credit Cards. Payment terms and/or (one time) invoice discounts or promotional pricing options are allowed under the following conditions **ONLY**:

- 1. Account Must Be PAID IN FULL Or By Credit Card Installment Payments. Local Card** will securely store your Credit Card information and your installment payments will be auto-processed at agreed intervals, or until your balance is Paid In Full. There will be no courtesy payment reminder. If/when your invoice is paid in full you will receive an invoice by email reflecting that.
- 2. Enrollment Discounts.** Extended enrollment discounts and/or promotional pricing must be paid as agreed. Failure to pay as agreed will result in a forfeiture of your discount or pricing; a new invoice will be generated and an invoice adjustment will be made reflecting the original pricing.
- 3. Enrollment Term Renewals.** Your renewal is assumed unless we receive your written cancelation request within 5 days prior to your enrollment anniversary date on this contract. Your renewal will be charged to the Credit Card provided below according to your previous contract and agreed payment terms. ***A valid credit card is required to be on file for all accounts regardless of how you pay!***
- 4. Payment Agreement.**        **Yes** I have reviewed and agree to the payment and terms set forth herein.

**IN WITNESS WHEREOF**, the aforementioned have read and fully understand the terms and conditions set forth in this Agreement. By signing below, all parties have indicated a wish to execute this Agreement

**Please Type Or Print Your Answers Clearly And Accurately:**

_____ <b>Printed Business Representative Name</b>	_____ <b>Type \Electronic\ Authorized Company Signature</b>	
_____ <b>Printed Name Of Business</b>	_____ <b>Business Mailing Address (City, State, Zip)</b>	
_____ <b>Card Holder Name And Title</b>	_____ <b>Credit Card #</b>	_____ <b>Expiration</b>
_____ <b>Credit Card Holder Phone Number</b>	_____ <b>Credit Card Billing Statement Address (City, State, Zip)</b>	
_____ <b>Sec Code (Usually On Back of C/C)</b>	_____ <b>Valid Email Address</b>	
_____ <b>Type \Electronic\ Card Holder Signature</b>	_____ <b>Date</b>	