

Advertising Agreement

Account City of Lander

Related to Modified Community Partnership 2026/27

Start Date Aug 1, 2026

Consultant Teri Caldwell-Udell

Reference # 594111000068328002

Approved by:
Anne Even
aeven@landerwyoming.org

Description
Modified Community Partnership

Up to 3 Sponsored Posts per month

+ 6 Job Listings per year, and any additional job listings @ \$200.00 per Job Listing

Sponsored posts and Job listings must come ready to post with a photo included.

5K Per Year

Item & Description	List Price	Qty	Discount	Amount
Community Partnership - Custom Plan Aug 1, 2026 Jul 31, 2027 Modified Community Partnership Up to 3 Sponsored Posts per month + 6 Job Listings per year, and any additional job listings @ \$200.00 per Job Listing Sponsored posts and Job listings must come ready to post with a photo included.	\$ 5,000.00	1	\$ 0.00	\$ 5,000.00
	Sub Total			\$ 5,000.00
	Discount Amount			\$ 5,000.00
			Grand Total	\$ 5,000.00
			THIS IS NOT AN INVOICE	
			Invoice will be emailed to contact above unless otherwise stated	

By signing below, providing your express verbal approval, or approval through electronic communication associated specifically with this Agreement, you agree to the Terms and Conditions below.

Approval Signature: _____ Date: _____

Print Name: _____

Zoho Sign Document ID: 3001EEAC-OMY2KSAHSGMRMDPPJWRYPEMAFE_HLO4I0HHX12IVQIMIt presented with these Terms and Conditions, Client agrees to the specific terms, timelines, costs, conditions, obligations, descriptions, and benefits listed in the proposal for marketing products and services through County 10 whether digital, physical, or radio. In addition, Client agrees to the following general terms and conditions:

Cost

Client agrees to pay the full amount of any one-time, up-front, or set-up costs as listed in this Agreement, and also any recurring costs indicated. Any initial costs listed, if any, will be due upon approval of this Agreement. Invoices will be emailed to the Client's contact on file. Monthly ongoing costs are subject to price changes from time to time, and Client will be notified in advance of any changes.

Terms

Cancellation of any one-time advertising product may take place at any time; however, no refunds will be provided once work has begun. Once work has begun, refunds will be issued in advertising credit only. If canceled, Agreements with a defined duration will be invoiced for the full remaining term at cancellation. Agreements with no defined end date (also referred to as "month to month," "ongoing," or "until further notice") will continue until terminated. Client may cancel such Agreements at any time with thirty (30) days' written notice delivered electronically or by mail. If Client cancels this Agreement prior to the completion of the agreed-upon term, the full remaining amount of the Agreement will become due immediately. County 10 may suspend or terminate fulfillment of services at any time for non-payment, breach of Agreement, or misuse of advertising placements or platforms.

Client Obligations

Client agrees to respond in a timely manner to County 10's requests for data, assets, information, approvals, or documentation necessary to deliver the products and services outlined in this Agreement. Client authorizes County 10 to use their pictures, logos, trademarks, website images, pamphlets, content, and similar items solely as necessary to fulfill the products and services in this Agreement, and agrees to cooperate fully in making such assets available. Client guarantees that all content and materials they provide comply with all applicable laws, rules, and regulations, including but not limited to copyright law, truth-in-advertising requirements, and FCC regulations. Client further guarantees that all creative content submitted to County 10 for publication is accurate, lawful, and properly licensed for the uses contemplated herein.

Use and Confidentiality

County 10 shall treat all Client information as confidential and shall not disclose such information except: (1) to employees, contractors, or vendors who require access to fulfill the obligations of this Agreement; (2) where the information is or becomes publicly available through no fault of County 10; (3) where the information is independently developed by County 10 without use of Client information; (4) as required by law, subpoena, or legal process; or (5) where disclosure is inherent or unavoidable due to the normal use of third-party advertising platforms necessary to fulfill the products and services listed in this Agreement. Client shall have ownership of any finalized creative deliverables intended for their use, in their final published form. County 10 shall retain ownership of all underlying creative materials, including but not limited to templates, code, production methods, workflows, concepts, voice talent recordings, designs, data, and any other intellectual property used in the creation of the deliverables. Client is granted a perpetual, non-exclusive license to use the final deliverables solely for their intended business purposes. County 10 retains the right to publicly display completed creative work, including screenshots, recordings, text, and imagery, as part of its portfolio or promotional materials once the work has been launched or published.

Billing

Client will be invoiced as indicated on this Agreement. Unless otherwise stated, all advertising invoices shall be sent on the first day of the month following the month in which the services have been substantially fulfilled.

Payment

Payment is due upon receipt of the invoice by Client. All payments shall be made in lawful U.S. currency and delivered to Kairos Communications at 2255 Brunton Court, Suite A, Riverton, WY 82501. If payment is not received within thirty (30) days of the invoice date, County 10 reserves the right to stop all fulfillment of the agreed-upon products and services until the account is made current. If payment remains outstanding after ninety (90) days, County 10 reserves the right to submit the account to collections, including use of a third-party collections agency.

Communication

Unless otherwise specified in the Agreement, communication between both parties shall be responsive and timely. Communication from either party should normally be responded to within one business day (Monday through Friday).

Advertising Products and Services

Client is responsible for submitting requested content for advertising (including images, copy, approvals, and information) depending on the type of products and/or services being performed. County 10 will not be responsible for delays, missing deliverables, or failure to achieve timelines resulting from Client's failure to provide required materials. Client will allow a minimum of two (2) business days for County 10 to prepare any advertising materials before the required go-live date unless prior arrangements have been made. County 10 does not guarantee any specific advertising results for Client, including clicks, purchases, calls, impressions, conversions, or other measurable outcomes, except where specific quantifiable deliverables (e.g., digital impressions, radio spots) are expressly agreed to. If any purchased impressions, spots, reads, or other objective deliverables are not delivered in the agreed-upon timeline, County 10 will provide commercially reasonable "make goods" of equivalent value. Such make-goods shall be deemed acceptable if reasonably comparable in audience, placement, and format. No refunds will be provided in these cases. County 10 shall not be held responsible for delays, failures, changes, or disruptions caused by third-party platforms or services, including but not limited to outages, rejections, policy changes, algorithm changes, delivery limitations, or technical issues on platforms such as Facebook/Meta, Google, ad servers, DSPs, hosting services, or other advertising technology vendors.

Community Partnerships

Some special product terms and benefits apply to "Community Partnership" and or "Presenting Sponsor" products. These terms and benefits are exclusive to Community Partnership agreements and are void where a Community Partner or Presenting Sponsor product is not part of this Agreement. Client will receive an inventory of credits as indicated in this Agreement. Credits are to be used during the term of this agreement for products and services offered by County 10. A list of products available for use is available upon request. County 10 reserves the right to add, subtract, and/or otherwise alter the list of available products from time to time without notice. Client will receive monthly Social Media ideas and templates. Client will free job listings on the County 10 Jobs Board at no cost during the duration of the agreement. Client will receive a dedicated Account Manager. This agreement may be terminated by either party in writing with thirty (30) days notice. If Client terminates this Agreement prior to the end of the term, the remaining balance will be due at that time. If Advertiser terminates this contract before the end of the term or elects not to renew the Community Partner Agreement, unused credits are forfeited unless oetherwise agreed to, in writing, by both parties. Clients may upgrade their plan at any time to increase the number of credits available, or they may purchase individual credits for \$275 each. Community Partner Agreements are for a term of twelve (12) months unless otherwise indicated, after which this Agreement will continue Month to Month until terminated or renewed. "Presenting Sponsors," in addition to the benefits of "Community Partners" will also receive a logo on the county10.com homepage and in the County 10 Daily Digest email. "Presenting Sponsors" will also receive a single share-of-voice display ad campaign that may run the duration of the term of their contract at no cost to their credits.

Representations

Client acknowledges that it has not relied on any statement, promise, or representation other than those contained in this Agreement. Client acknowledges receipt of a copy of this Agreement. Client guarantees that any text, graphics, photos, designs, trademarks, or other artwork provided to County 10 are owned by Client or that Client has secured necessary permissions from rightful owners. Client agrees to hold harmless, protect, and defend County 10, its subsidiaries, affiliates, and subcontractors from any liability or suit arising from the use of such elements. Kairos Communications does not discriminate in the sale of advertising time or space

Indemnification

Client shall indemnify, defend, and hold County 10 harmless with respect to any claims, losses, suits, liabilities, damages, or judgments, including reasonable attorney's fees and costs, arising out of or related to: (1) any content or materials provided by Client; (2) any violation of law, regulation, or platform policy by Client; (3) any claim of libel, slander, defamation, piracy, plagiarism, invasion of privacy, copyright infringement, trademark infringement, or other intellectual property dispute arising from materials supplied by Client; or (4) any misuse or misrepresentation of the deliverables by Client. County 10 shall not be liable for claims arising from third-party platform actions, outages, or service interruptions.

Limitation of Liability

County 10's total aggregate liability for any claim relating to this Agreement shall not exceed the total amount paid by Client to County 10 in the three (3) months preceding the event giving rise to the claim. County 10 shall not be liable for any consequential, incidental, indirect, punitive, exemplary, or special damages of any kind, including but not limited to lost profits, lost opportunities, or business interruption.

Force Majeure

County 10 shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to natural disasters, power outages, widespread technology failures, cyberattacks, civil disturbances, governmental actions, labor disputes, or outages or disruptions affecting third-party advertisers, platforms, or technology providers. Performance shall resume as soon as reasonably practicable following such an event.

Assignment

Client may not assign this Agreement or transfer its rights or obligations without the prior written consent of County 10. County 10 may assign or transfer this Agreement, including in the event of a merger, acquisition, sale of the business, or change in ownership, upon written notice to Client.

Final Agreement

This Agreement supersedes and terminates all prior understandings or agreements on the subject matter herein. Any modification or amendment to this Agreement must be in writing and signed by both parties.

Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Wyoming.

Effective Date

This Agreement shall be effective as of the date approved by the Client via attached signature, or by verbal or electronic communication of approval.