

PREPARED BY

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DATE	January 14, 2022
SOW #	#220114-2
VALID UNTIL	30 days from submittal

SUBMITTED TO

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AGREEMENT #220114-2

This agreement for Tourism Marketing Services for 2022 (“Agreement”), effective as of the date of mutual agreement and signing by both parties, is entered into by and between Sorenson Advertising, dba Relic, a Utah Corporation having a business address at 290 N University Avenue, Provo, UT 84601 (hereafter “Vendor”) and San Juan County Economic Development and Visitor Services (hereafter “Client”). Client and Vendor may be referred to herein as “Parties” and individual as a “Party.”

RECITALS

- A. Client is seeking an agency partner for the provision of marketing services for 2022.
- B. Vendor is a full-service marketing agency in the business of providing marketing services to third parties as an independent contractor.
- C. Client desires Vendor to fulfill work detailed in Exhibit A: 2022 Forever Mighty Grant Budget and Exhibit B: San Juan 2022 Co-op Budget (hereafter “Exhibits”), incorporated herein by this reference and made a part of this Agreement.

Therefore, for good and valuable consideration recited herein, the Parties agree as follows:

AGREEMENT

- 1. Scope of Services
 - a. Client hereby engages Vendor to perform the marketing and advertising services set forth in the Exhibits, including but not limited to:
 - i. Creative services such as campaign development, graphic design, copywriting, etc.
 - ii. Account/project management and administrative services
 - iii. Public relations
 - iv. Monthly podcast production
 - v. Digital advertising and ongoing optimization
 - vi. Traditional advertising and ongoing optimization
 - vii. Search engine optimization
 - b. During the Term of this Agreement, Client hereby authorizes Vendor to purchase on behalf of Client goods, materials, media, and advertising which must be pre-approved by Client.
- 2. Compensation; Expenses
 - a. As the entire consideration for Vendor’s provision of deliverables, Client shall pay Vendor according to the terms and pricing (“Compensation”) established in the Exhibits, attached hereto and incorporated herein. Client shall pay only expenses that have been specifically authorized in writing by Client.

- b. Budget figures in the Exhibits include a 35% agency commission on digital advertising spend and 15% agency commission on traditional advertising spend.
 - c. Vendor shall provide Client with invoices at the first of each month. Invoices are due within 30 days upon receipt of invoice.
 - d. Client shall reimburse Vendor for all reasonable expenses arising from this assignment, including the payment of any sales tax due to this assignment. Expenses greater than \$250 must be approved by Client in writing.
 - e. Client reserves the right to add additional budget items not listed in the Exhibits. Parties may negotiate these items on a case-by-case basis.
3. Changes
- a. Client shall be responsible for making additional payments for changes requested by Client in original assignment and agreed to in writing by Client and Vendor. However, no additional payment shall be made for changes required to conform to the original assignment description.
4. Effectiveness and Term
- a. This Agreement will become effective upon signature by both Parties. This Agreement will terminate on December 21, 2022 unless both Parties agree to extend the agreement.
5. Cancellation
- a. Either party may terminate this Agreement by providing not less than thirty (30) days written notice to the other Party. In the event of cancellation of this Agreement, ownership of all copyrights and original artwork shall be transferred to Client for any work completed up to the date of cancellation. Client shall pay for all work and expenses based on the contract price and expenses already incurred up to the date of cancellation.
6. Severability
- a. The terms and provisions of this Agreement are severable, and should any term or provision hereof be declared or determined by any court or other governmental body or organization to be void, voidable or unenforceable under any applicable law, such void, voidable or unenforceable term or provision shall not affect or invalidate any other term or provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as through the void, voidable or unenforceable term or provisions were not part of this Agreement.
7. Ownership
- a. To the extent that Vendor has received payment of compensation as provided in this Agreement, all selected final materials, artwork and/or digital deliverables produced by Vendor, its employees, agents or assistants specifically for Client will be owned by Client.
8. Portfolio Rights
- a. Vendor retains the nonexclusive, perpetual and worldwide right to display, reproduce and distribute the designs in Vendor's portfolio and website, and third-party trade publications or exhibits, solely for the purpose of promoting or exemplifying Vendor's work, and the right to be credited with copyright ownership and authorship of the designs in connection with such use.
9. Modifications
- a. Modification of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were authorized in writing in order to progress with the work.
10. Confidential Information
- a. All information relating to the Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by the Vendor.
11. Warranty of Originality
- a. Vendor warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned form from third parties is original or, if previously published, that consent to use has

- been obtained on an unlimited basis; Vendor has full authority to make this Agreement; and that the work prepared by the Vendor does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses other than as stated in the Scope of Services.
- b. This warranty does not extend to any changes that the Client or others may make to the Vendor's product that may infringe on the rights of others. Client expressly agrees that it will hold Vendor harmless for all liability caused by Client's use of Vendor's product beyond either the Scope of Services or due to changes to Vendor's product, to the extent such use infringes on the rights of others.
 - c. Vendor expressly agrees that it will hold Client, its officers and employees harmless from any of Vendor's products or services.

12. Force Majeure

- a. "Force Majeure" shall be defined as any unforeseeable event beyond the control of either party that renders either party unable to timely perform under this Agreement, including but not limited to, acts of God, local or national or international security crisis, epidemic or pandemic, acts of terrorism, large union strikes, organized criminal activity, destruction of roads, impairment of air travel, etc. In the event of Force Majeure, neither party can declare or find the other party in breach or default of this agreement as a result of the other party's failure to timely perform any duty required under this Agreement if said untimely performance was substantially caused (whether directly or indirectly) by Force Majeure. In the event that Force Majeure impedes a party from timely performing, the impeded party's performance deadline shall be extended quid pro quo, or in other words, the deadline shall be extended by a number of days equal to the effect the Force Majeure had upon said party's impeded performance.

13. Mutual Indemnification

- a. The Parties shall indemnify, and hold the other Party, its subsidiaries or affiliates, and it's or their shareholders, directors, officers, employees or agents (collectively, the "Indemnified Parties") harmless for any claim made or suit or proceeding brought against a Party (including, but not limited to, claims that the one of the Parties infringed intellectual property rights of another), including payment of any and all losses, judgments, awards, and costs (including reasonable legal fees and expenses), arising out of or related to any claim based upon the other Party's wrongful acts or omissions in connection with these terms and conditions.

14. Non-Solicitation

- a. a. During the term of this Agreement, and for a period of two years after the termination thereof, or for a period of two years from the last date Vendor does any work for Client, whichever is later, Client (including its officers, owners, managers, subsidiaries, parents and affiliates) will not, either directly or indirectly:
 - i. Interfere with the business relationship between Vendor and any of its employees or contract laborers, or prospective business relationships with prospective employees or prospective contract laborers;
 - ii. Solicit the employment of any prospective, current or former employee of Vendor or induce or recruit any prospective, current or former employee of Vendor;
 - iii. Solicit the services of any prospective, current or former contract laborer of Vendor or induce or recruit any contract laborer of Vendor;
 - iv. Hire any prospective, current or former employee of Vendor; or
 - v. Hire any prospective, current or former contract laborer of Vendor.

15. Assignment

- a. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement.

16. Third-Party Beneficiary

- a. Nothing in this Agreement, express or implied, is intended to benefit any person or entity other than the Parties to this Agreement and no representation or warranty is intended for the benefit of, or to be relied upon by any person or entity which is not a party to this Agreement.

17. Insurance

- a. Vendor shall obtain and maintain, at Vendor's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of insurance issued by the insuring carrier(s) shall be furnished to Client and shall provide thereon that 10 days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to the Client.
- b. Vendor shall maintain commercial general liability insurance with contractual liability coverage to cover Vendor's obligations under the Indemnification section of this Agreement, with minimum combined single limits of \$1,000,000 for each occurrence and \$2,000,000 for aggregate.

STATEMENT OF WORK AGREEMENT

The Products and Services provided pursuant to this Agreement shall be governed by the terms and conditions of this document between "Vendor" and "Client", and its subsidiaries, parents, and affiliated entities (collectively referred to as "Client").

SOW #	#220114-2
PROJECT	Utah's Canyon Country Marketing Services 2022
CLIENT	San Juan County Economic Development and Visitor Services
VENDOR	Relic
ISSUED	1/14/2022
VALID	30 days from submittal

CLIENT

RELIC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

EXHIBIT A: 2022 FOREVER MIGHTY GRANT BUDGET


		Client: San Juan Campaign: 2022 Forever Mighty Grant													
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	ANNUAL TOTAL	
PRODUCT / MEDIA															
Creative		\$ 3,000.00	\$ 3,000.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,750.00
Campaign Designs		\$ 3,000.00	\$ 3,000.00	\$ 750.00											\$ 6,750.00
Digital															Total: \$ 9,000.00
Geo Fencing				\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	Total: \$ 30,000.00
Traditional															Total: \$ 30,000.00
Expedia				\$ 15,000.00	\$ 15,000.00										\$ 30,000.00
Content															Total: \$ 3,625.00
Content Writing (Itineraries/Info Sheets)		\$ 750.00	\$ 750.00												\$ 1,500.00
Landing Page Content		\$ 875.00													\$ 875.00
Toolkit		\$ 625.00	\$ 625.00												\$ 1,250.00
Other															Total: \$ 2,000.00
Admin Services		\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,000.00
GRAND TOTAL		\$ 5,500.00	\$ 4,625.00	\$ 17,500.00	\$ 16,750.00	\$ 1,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 1,750.00	\$ 0.00	\$51,375.00
															BUDGET \$51,375.00

EXHIBIT B: 2022 CO-OP BUDGET



Client: San Juan
Campaign: 2022 Co-op

PRODUCT / MEDIA	MONTHS												ANNUAL TOTAL	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC		
Digital													Total:	\$ 75,750.00
IS Facebook/Instagram Prospecting	\$875.00	\$875.00	\$1,500.00	\$1,500.00	\$1,750.00	\$2,000.00	\$1,750.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$14,750.00	
IS Marketing Automation IN-STATE	\$875.00	\$1,000.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$10,500.00	
CO Facebook/Instagram Prospecting	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$1,250.00	\$1,000.00	\$1,000.00	\$19,250.00	
CO Marketing Automation (\$875 for non-newslett	\$875.00	\$1,000.00	\$875.00	\$1,000.00	\$875.00	\$1,000.00	\$875.00	\$1,000.00	\$875.00	\$1,000.00	\$875.00	\$875.00	\$11,250.00	
CO SEO	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	
CO Paid Search	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$8,000.00	
Print													Total:	\$ 3,800.00
CO ROVA				\$3,800.00									\$3,800.00	
TV													Total:	\$28,750.00
CO OTT + Display (one market)			\$5,500.00	\$5,500.00	\$5,500.00							\$4,100.00	\$28,750.00	
Outdoor													Total:	\$22,500.00
CO Digital Outdoor			\$7,500.00	\$7,500.00	\$7,500.00								\$22,500.00	
Radio													Total:	\$9,250.00
IS KSL Radio			\$3,250.00	\$3,000.00	\$3,000.00								\$9,250.00	
PR													Total:	\$24,000.00
CO Content Writing (6 NL, content includes itinera	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	
CO PR Retainer	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	
Other													Total:	\$45,500.00
CO Campaign Design	\$1,750.00	\$1,750.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$15,500.00	
CO Account Management	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$12,000.00	
CO Podcast (Monthly episodes)	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00	
CO Podcast Digital Spend	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$750.00	\$9,000.00	
GRAND TOTAL	\$9,000.00	\$10,125.00	\$29,200.00	\$32,875.00	\$29,200.00	\$14,575.00	\$14,200.00	\$13,325.00	\$17,050.00	\$16,425.00	\$15,000.00	\$8,575.00	\$209,550.00	