



# Tourism Development Authority Meeting Agenda Item Submittal

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Item To Be Considered: Letter of Agreement-Front Row Communications

Board Meeting Date: January 12, 2023

Prepared By: Sonia Johnson , Finance Director

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**Overview:**

Ann Marie Bass, Owner & Principal of Front Row Communications provided a Letter of Agreement effective January 12, 2023 through June 30, 2024.

**Background Attachment(s):** Letter of Agreement-Front Row Communications

**Recommended Action:** Motion to approve the following: Letter of Agreement-Front Row Communications effective January 12, 2023 through June 30, 2024.

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**Action:** \_\_\_\_\_

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# FRONT ROW COMMUNICATIONS, LLC

This LETTER OF AGREEMENT is entered into by and between Front Row Communications, a North Carolina Limited Liability Corporation ("Firm") and the Swansboro Tourism Development Authority, ("Client"), effective January 12th, 2023 through June 30, 2024 ("Term" of "Engagement.")

**FIRM SERVICES.** Firm agrees to act as the "Advertising and Marketing Firm" for the Client under the terms of this Agreement.

The following is a list of the services that the Firm will provide to the Client as discussed to date.

**1.0 DESIGN/CREATIVE/PRODUCTION/MARKETING/ADVERTISING SERVICES.** Firm will develop and implement Client's marketing and advertising plans to coincide with the established fiscal year planning and agreed monthly marketing and advertising services, for the remainder of Fiscal year 2022/2023, ending June 30, 2023 and the entire Fiscal Year 2023/2024, starting July 1, 2023, ending June 30, 2024.

**2.0 ADVERTISING MEDIA BUYING AND SUBCONTRACTORS.** Per the approved Client advertising plans for the current fiscal year 2022/2023 and that of 2023/2024 which will be developed, Firm will directly manage the marketing and advertising vendor relationships on behalf of the Client. Upon Client approval for each marketing or advertising related expenditure, the Firm will execute contracts from vendors on behalf of the Client. Client will make either make payment directly to the vendors or reimburse Firm. Facebook Advertising media buys will be paid directly from the Client credit card set up in the Facebook/Meta Business Manager Account. The Firm agrees to spend no more than the Client approved budget amount, which is subject to change at any time. Firm will provide all reporting with regard to monthly digital advertising and make strategy recommendations to the Client.

**3.0 PLANNING AND STRATEGY.** Firm will develop the overall marketing and advertising plans within the budget allocated and adapt as requested. The goal is to provide an ongoing integrated marketing strategy produces results for the Client with ongoing dialogue and feedback.

**4.0 WORK MADE FOR HIRE.** Firm acknowledges and agrees that the Work Product (as defined herein) constitutes "work made for hire" and unless otherwise provided for herein, that Client shall be the sole and exclusive owner of the Work Product and all Intellectual Property Rights (as defined herein) related thereto. To the extent that any ownership of the Work Product does not automatically vest in Client by virtue of this Agreement or otherwise, Firm hereby transfers and assigns to Client all right, title, and interest which Firm may have in and to the Work Product and agrees to execute any document necessary or appropriate to evidence, perfect, or otherwise confirm Client's rights in the Work Product. Firm will provide Client with reasonable assistance to further evidence Client's ownership of said Intellectual Property Rights, and Firm will make no claim inconsistent with said ownership. All value and goodwill accruing in connection with the Work Product will inure to the sole benefit of Client. Except as required in connection with the performance of the Services, Firm shall have no rights to copy, use, reproduce, display, perform, modify, sublicense, or transfer the Work Product or produce any derivative Work Product therefrom.

# FRONT ROW COMMUNICATIONS, LLC

As used herein, the term “Work Product” means all software, source code, deliverables, and any and all notes, records, reports, ideas, concepts, theories, drawings, designs, artwork, developments, discoveries, inventions, computer programs, copyrightable materials, and trade secrets, that are designed, developed, discovered, produced, or made by Firm, solely or in collaboration with others, in the course of providing the Services to Client hereunder, and which shall be the sole and exclusive property of Client subject to any rights expressly granted to Firm pursuant to this Agreement and contingent on payment in full for all deliverables accepted by Client.

**5.0 CONFIDENTIALITY.** During and after the term of this Agreement, each party hereto shall not directly or indirectly disclose or make any use for its own benefit or for the benefit of any person, firm, corporation, or any entity, any confidential and proprietary information involving the business of the other party hereto, including without limitation, trade secrets, current and future product offerings and designs, improvements and enhancements, customer and supplier lists, marketing research, data and plans, financial information, pricing strategies, price lists, product cost information, inventions, business applications, techniques, technologies, innovations, designs, processes, ideas, improvements, files, written and electronic address lists, forms, contracts, agreements, technical information, systems, know-how, and any other secret or confidential matter relating to any aspect of the business of the other party or any customer or supplier of the other party, excluding information that is or becomes in the public domain through no wrongful act of such party (collectively, the “Confidential Information”). The Confidential Information is and shall remain the sole and exclusive property of the disclosing party (“Disclosing Party”) except as otherwise provided for by this Agreement. Upon request by a party or termination of this Agreement for any reason, the receiving party (“Receiving Party”) shall immediately deliver to the other party all information, products, materials, books, manuals, lists, correspondence, and other documents relating to the Confidential Information of the other party in its possession, together with all copies thereof, or the Receiving Party may instead promptly destroy all such Confidential Information of the Disclosing Party, and after so destroying the Disclosing Party’s Confidential Information, certify in writing to the Disclosing Party that the Receiving Party has destroyed all such Confidential Information. For clarification purposes, Client’s Confidential Information shall include the software, source code, and any other Work Product created pursuant to this Agreement, and Firm’s Confidential Information shall include the Firm’s IP. However, the parties acknowledge that the Client is bound by North Carolina Public Records law and, therefore, this provision shall be consistent with said law.

**6.0 FIRM FEES.** Monthly Firm Services Fee is \$1,833. For current Fiscal Year 2022/2023, Firm has provided an additional recommended contingency budget of \$4,400, which has been previously approved by Client. Firm will make recommendations for the marketing contingency budget for 2024/2024 fiscal year as the plans are developed and communicated to Client. Firm will provide advisement to Client on the utilization of remaining contingency funds as more marketing planning and related costs are determined and subsequent further plans are made throughout the term of this Agreement. Firm agrees to present any additional advertising opportunities for Client approval, beyond what has been previously agreed and set forth. Firm agrees to obtain permission from the Client prior to spending any contingency funds on behalf of Client.

# FRONT ROW COMMUNICATIONS, LLC

Please make all checks payable to

Front Row Communications, LLC:  
51 E. 4<sup>th</sup> St.  
#715  
Winston-Salem, NC 27101

7.0 OTHER. Throughout the life of this agreement between the Firm and the Client, there may be other business opportunities that arise. Firm and Client agree that this Letter of Agreement may be amended from time to time to include other services as long as both Firm and Client agree to the terms.

8.0 LIMITATION OF LIABILITY. In no event shall Firm be liable for special or consequential damages arising out of or connected in any way with the software, source code, or services, or for any claim including, but not limited to, loss of profits, revenue, data, or use by company or any third party, regardless of whether a claim or action is asserted in contract or tort, whether or not the possibility of such damages has been disclosed to Firm in advance or could have been reasonably foreseen by Firm.

## SIGNATURES

The following authorized signatures verify that both parties have agreed to all terms of this Agreement, effective as of the date listed in the first paragraph of this Agreement.

### CLIENT

Swansboro TDA

Randy Swanson  
Swansboro TDA Board Chairman

Signature: \_\_\_\_\_

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

### FIRM

Front Row Communications, LLC

Anne Marie Bass  
Owner & Principal

Signature: Anne Marie Bass

Date: January 12, 2023