

Purpose Marketing Consultant Agreement

This Agreement was made on November 26, 2024, between City of Wolfforth and Purpose Marketing, LLC d/b/a Purpose Marketing, a limited liability organization existing under the laws of the State of Texas (“Consultant”).

WHEREAS, Consultant is in the business of providing promotion and marketing services, including the design and implementation of promotional campaigns.

WHEREAS, Client desires to retain Consultant to provide certain services in connection with the promotion and marketing for the Client;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consultant Obligations.

In return for the compensation noted under “Fees and Terms,” Consultant voluntarily agrees to perform services for Client as described below:

2. Services.

Consultant will provide such strategic marketing consulting services as described specifically in Exhibit A and as the parties may mutually agree from time-to-time, including but not limited to: inbound marketing, branding, online marketing, online public relations (PR), pay-per-click (PPC), search engine optimization (SEO), e-mail, blogging, copywriting, social media, agency/vendor relations, web analytics and website conversions.

3. Fees and Terms.

See Exhibit A attached hereto and incorporated herein for all purposes.

Consultant shall be exclusively responsible for the payment of all taxes incidental to the compensation paid for services performed, including but not limited to: federal and state income, sales, or use taxation.

Client or Consultant may terminate the Agreement with one (1) month advanced written notification. Upon delivery of such notification, Consultant will deliver to Client a final invoice showing the total number of hours worked to and including the effective date of termination, and any amount due and payable to Consultant, which shall be payable upon receipt. In the event Client has paid Consultant an advance retainer that has not been fully used up, Consultant shall return any unused portion of such retainer to Client, provided that Consultant shall be entitled to retain any such unused retainer portion as an early termination fee if Client terminates this Agreement during the first three (3) months of the Agreement term for reasons other than Consultant’s gross negligence or willful misconduct.

Client undertakes that all documents, information and data necessary for Consultant to perform its services or otherwise requested by Consultant will be made available in a timely fashion, and that all proofs submitted to Client for review will be reviewed promptly upon receipt. In the event of any delay of more than one month in responding to Consultant’s request for information or reviewing proofs, Consultant will have the option of terminating this Agreement, and invoicing you for the greater of either: 1) all work completed and expenses incurred up to the date of written notification and not previously invoiced at the rate of \$85 per hour or such other rate as shall be specified in this Agreement; or 2) the unused portion of any advance retainer received by Consultant under this Agreement. Such invoice will be payable upon receipt. Any renewal of this Agreement after termination will require a new agreement, fee schedule and upfront deposit.

4. Independent Consultant.

Consultant's relationship to Client is one of independent contractors. Nothing in the Agreement shall create an employment relationship, nor shall Consultant act as an employee of Client unless such representation is outlined in the scope of services. Consultant's services are to be performed by the Consultant or one of its approved subcontractors, who may be employed at the discretion and expense of the Consultant, for Client pursuant to the terms of this Agreement.

5. Standards of Performance.

a) Performance Warranty

Consultant shall use its reasonable best efforts to provide all services in strict accordance with this Agreement and with a high degree of care, skill, diligence, professional knowledge, judgment, and expertise according to sound work practices and accepted professional and industry standards, in a well- managed, organized, and efficient manner. There can be no guarantee that Client will be satisfied with the results of Consultant's or its approved subcontractor's performance, or that any particular results will be achieved by Client, even if communicated to Consultant. If Client is dissatisfied with Consultant's or its subcontractor's performance under this Agreement, Client's sole remedy is to terminate this Agreement in accordance with the provisions hereof.

b) Limitations on Warranty

The warranty provided above is the exclusive warranty given by Consultant and supersedes any prior, contrary or additional representations, whether oral or written. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c) Confidentiality

Consultant shall not disclose to any person, firm or entity other than the Consultant's employees, agents, or subcontractors, who have a need to know such information in order to perform the Services, and shall not use in any way detrimental to the Client, any confidential or proprietary information of the Client ("Confidential Information"). Without limiting the generality of the foregoing, "Confidential Information" includes any and all information relating to the Client's products, services, research, development, trade secrets, marketing and business plans, strategies, customers, suppliers, employees, agents, management and personnel, but does not include information in the public domain other than by reason of a breach of this Agreement. In the event the Consultant receives a subpoena or court order to disclose any Confidential Information, the Consultant shall deliver prompt written notice to the Client and shall cooperate with the Client's attempts to obtain a protective order or other similar protection for the Confidential Information. This provision shall survive any termination of this Agreement for a period of two (2) years.

d) Limitation of Liability

Consultant shall not be liable to Client on account of any injuries or damages or losses sustained in performance of services herein. Client shall indemnify and hold Consultant harmless from all liability related to the performance of contracted services on Client's premises. Neither party shall be liable to the other party for any special, indirect, incidental or consequential damages including, without limitation, damages for lost profits, or costs of procurement of substitute goods or services, arising out of this Agreement. Except as otherwise specifically set forth herein, Consultant's total liability to Client under or in connection to this Agreement for Consultant's performance of the Services required hereunder shall not exceed the amounts paid or payable to Consultant hereunder; provided however, that the foregoing limitation of liability shall not apply to the gross negligence or willful misconduct of Consultant.

e) Ownership

(1) Work Product All Materials developed or prepared by Consultant or its employees or Subcontractors for Client hereunder that are subject to copyright, trademark, patent, or similar protection shall become the property of Client and deemed “**Work Product**” provided that (i) the Materials are produced in final form (*i.e.*, ready to be disseminated to the public) by Consultant for Client within six (6) months of being proposed by Consultant and (ii) Client has paid to Consultant all fees and costs associated with creating and, where applicable, producing the Materials. All title and interest to Work Product shall vest in Client as “works made for hire” within the meaning of the United States Copyright Act. To the extent that the title to any such Work Product may not, by operation of law or otherwise, vest in Client as a work made for hire or any such Work Product may not be considered a work made for hire, all right, title and interest therein is hereby irrevocably assigned by Consultant to Client. In order to assure that its employees and Subcontractors do not possess proprietary rights in the Work Product that are inconsistent with Client’s possession of such rights, Consultant will, as necessary, obtain the assignment and conveyance to Client, or to Consultant for the benefit of Client, of any proprietary rights that such persons or entities may then have or may have in the future to such Work Product.

(2) Third Party Licenses. It is understood that Consultant often licenses materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor, and Client agrees that it remains bound by the terms of such licenses and that it does not obtain proprietary rights in such third party materials beyond the terms and conditions contained in the pertinent license. Consultant will keep Client informed of any such limitations.

(3) Consultant Materials. Notwithstanding any other provision of this Agreement, Consultant shall retain all right, title and interest in and to, including any intellectual property rights with respect to, any data, designs, processes, specifications, software, applications, source code, object code, utilities, methodologies, know-how, materials, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by Consultant or its licensors, and regardless of whether incorporated in any Work Product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of, the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to Client’s unique requirements; or (iv) if generally applicable, non-site specific and unrelated to the “look and feel” of the Materials or other deliverable, in connection with the Services (or partially in connection with the Services) (collectively, “**Consultant Materials**”). Subject to fulfillment of Client’s payment obligations hereunder, Consultant hereby grants Client a worldwide, perpetual, irrevocable, royalty-free, nonexclusive license, with right to sublicense (but only for the benefit of Client or its permitted successors or assigns), to use Consultant Materials actually incorporated into Work Product pursuant to this Agreement as necessary for or in connection with the use, management and maintenance of such Work Product, provided that Client shall not have the right to publish or distribute any Consultant Materials other than as part of such Work Product or to create derivative works of Aquarius Materials.

f) Modification of Contract

No waiver or modification of this Agreement or of any covenant, condition or limitation herein shall be valid unless presented in writing and signed by both parties.

g) Severability

All covenants contained herein are severable, and in the event of any being held invalid by any competent court, this Agreement shall remain intact except for the omission of the invalid covenant.

h) Choice of Law

It is the intention of both parties that all suits that may be brought arising out of, or in connection with this Agreement, will be construed in accordance with and under and pursuant to the laws of the State of Texas. Any action, claim or proceeding under this Agreement shall be commenced exclusively in the courts of the State of Texas located in Lubbock County, and the parties hereby waive any objection they may now or hereafter have to the exclusive jurisdiction or venue of such courts.

i) Entire Agreement

This contract contains the complete Agreement concerning the services to be performed by the Consultant for Client and supersedes all prior Agreements or understandings, written or unwritten. By signing this contract, both parties acknowledge that they have read this contract, understood its terms, including the release, have had an opportunity to have legal counsel review this contract, and have voluntarily accepted its provisions.

j) Notices

All notices shall be in writing and shall be delivered in person or by registered or certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service or by facsimile to the applicable party at its address set forth below (or at such different address as may be designated by such party by written notice to the other party). All notices by mail shall be deemed delivered upon receipt.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

Consultant:  
Purpose Marketing, LLC

By: \_\_\_\_\_

Anna Woodlock-Lair  
Managing Partner

Client:

By: \_\_\_\_\_

City of Wolfforth  
Danielle Sweat

## Exhibit A

November 26, 2024  
City of Wolfforth

Dear *Danielle*,

Thank you for the opportunity to work with you and provide marketing consulting services.

The following outlines the basic terms of the agreement we discussed along with a fee schedule and scope of work Purpose Marketing, LLC d/b/a Purpose Marketing will perform on your behalf.

### ***Schedule***

The work will be ongoing and shall remain on schedule if all approvals are turned around in a timely manner.

### **DELIVERABLES:**

- **\$2,000** | Monthly fee payable to Purpose Marketing beginning after the completion of onboarding.
  - Facebook, Instagram, & LinkedIn Management
  - 4 Static Posts
    - 2 Quality of Life Posts
    - 2 Industry-Related Posts
  - 2 Reels
    - 1 Quality of Life Reel
    - 1 Industry-Related Reel
  - Ad Management
    - Audience: City of Wolfforth Residents + Site Selectors & Industries
  - Photography
    - Up to 2 Hours / Month
  - Quarterly Reporting
  - Website Hosting
  
- **\$500** | Recommended monthly ad spend paid directly to Meta.

Again, thank you and we look forward to working with you. If the above is correct, please review the attached contract and sign.

---

Erika Palmer and Anna Woodlock-Lair  
Managing Partners  
Purpose Marketing

**Fee Schedule:**

January 2025	Due \$2,000
February 2025	Due \$2,000
March 2025	Due \$2,000
April 2025	Due \$2,000
May 2025	Due \$2,000
June 2025	Due \$2,000

***CONFIDENTIAL***

*This agreement, any and all pricing and discounts contained herein, and any related proposals and correspondence between client and Purpose Marketing shall be considered confidential information. Client agrees to hold such information in strict confidence and not to disclose its details to any third parties.*