

MARKETING AGREEMENT
February 1, 2023 – September 30, 2023

PARTIES

This Marketing Agreement (hereinafter referred to as the “Agreement”) is entered into on February 1, 2023 (the “Effective Date”) by and between The Coppell Chamber of Commerce (hereinafter referred to as the “Client”) with an address of 708 W. Main Street, Coppell, TX and Belmont Icehouse (hereinafter referred to as the “Marketer”) with an address of 3116 Commerce St., Ste D, Dallas, TX 75226 (collectively referred to as the “Parties”).

SERVICES PROVIDED

Hereby, the Marketer agrees to provide the services enlisted below (hereinafter referred to as the “Services”):

1. Account Management
2. Media Planning and Buying
3. Art Direction
4. Graphic Design
5. Project Management

PAYMENT AND FEES

- The Parties agree that the total cost of the Services will be provided Feb. 1, 2023 – September 30, 2023. Belmont will be paid as services are performed over the eight-month period.

- Belmont has a scope of \$200,000 in which to perform the tasks outlined above and will submit a proposal prior to each action with a description of services to be provided.
- The Chamber must approve it in writing before Belmont will move forward on any purchases or projects on behalf of Discover Coppell
- Belmont will submit an invoice at the completion of each task.
- Belmont will not exceed the overall dollar amount of the funds available to the Chamber.

TERM

- This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”). It will end on September 30, 2023.

TERMINATION

- This Agreement may be terminated if the following occurs:

1. This Agreement will be terminated immediately if one of the Parties breaches this Agreement. More specifically, it will also be terminated if one of the Parties breaches a condition set forth in this Agreement without amending it.
2. This Agreement can be terminated at any given time by providing a written notice to the other party 30 days prior to terminating the Agreement.
3. This Agreement will automatically be terminated when both Parties complete their obligations.

CONFIDENTIALITY

- All terms and conditions of this Agreement (and any confidential information provided by the Client to the Marketer or vice versa) during the term of the Agreement must be kept confidential, unless the disclosure is required pursuant to process of law.
- Disclosing or using this information for any purpose beyond the scope of this Agreement (or beyond the exceptions set forth above) is expressly forbidden without the prior consent of the Parties.
- The Parties' obligation to maintain confidentiality will survive termination of this Agreement and remain in effect indefinitely.

RELATIONSHIP BETWEEN PARTIES

- Hereby, the Parties agree that the Marketer in this Agreement is an independent contractor, as he/she provides the services hereunder and acts as an independent contractor.
- The Marketer shall not be considered an employee under any circumstances.
- This Agreement does not create any other partnership between the Parties.
- This Agreement is an Agreement that is not based on exclusivity. Hence, the Parties are entitled to enter into other Agreements with other parties.

OWNERSHIP

- The Parties agree that all products created by the Marketer will remain the exclusive property of the City of Coppell, as long as it is relevant to the performance of the services set forth in this Agreement.

INTELLECTUAL PROPERTY

- The Marketer agrees that any intellectual property provided to him/her by the Client will remain the sole property of the Client, including (but not limited to) copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, Confidential Information, or trade secrets.
- The Marketer will refrain from using such intellectual property upon the termination of this Agreement.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (including breach of contract, tort, negligence, or other form of action)—if said damage is the direct result of one of the party's negligence or breach.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be made in writing and signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented by both Parties in writing.

ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to (Arbitration/mediation/negotiation) (Circle one), in accordance with and subject to the laws of the State of Texas.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto, with respect to the subject matter hereof. It supersedes all prior agreements, understandings, inducements, and conditions (express, implied, oral, written, or of any nature whatsoever with respect to the subject matter hereof). The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

SEVERABILITY

- In an event when any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions will still be enforced, in accordance with the Parties' intention.

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement. This agreement is demonstrated by their signatures below:

Belmont Ice House

Name: _____

Signature: _____

Date: _____

Coppell Chamber of Commerce

Name: _____

Signature: _____

Date: _____