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SUSAN SEARS & ASSOCIATES

public relations ■ advertising

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Golden Urban Renewal Authority Public Relations/Graphics Agreement July 20, 2004

Susan Sears & Associates (SSA) will provide public relations project services, and its partner, Lucky Dog Creative (LDC), will provide graphic project services, to the Golden Urban Renewal Authority (GURA).

Public relations and graphics projects will include:

- **SSA Project: GURA Backgrounder/Press Materials Development: \$1,305***
SSA will develop three backgrounder press materials for GURA including a backgrounder, fact sheet and executive director bio. Estimate 9 hours to develop and write the three documents.
- **SSA Project: CR Plan Development: \$2,175***
SSA will develop a brief strategic CR plan for GURA which will include Objectives, Target Markets, Key Messages, Tactics, and Measurable Results. Estimate 15 hours to research, develop and write CR plan.
- **LDC Project: GURA Annual Report: \$6,450+***
LDC will design an annual report that meets the organization's objectives, communicates the organization's accomplishments, raises public awareness and educates influential decision makers. The annual report may be up to 8 pages (5.5" x 8.5" folded).
 - Design of annual report - \$3,500
 - Writing of annual report - \$1,750* (est. approximately 1½ days or 12 hours by SSA)
 - Layout of report copy/Production-ready: \$1,200 - \$1,800
 - Specialty Graphics (charts, tables, graphs): \$150-300* each depending upon complexity

The PR and graphics fees involved in developing the GURA press materials, CR Plan and Annual Report is \$9,930*. SSA and LDC require 50 percent down to begin the projects, with the balance due upon completion of the projects. This amount will be billed as follows:

- 50% to begin projects \$4,965
- 50% balance due upon completion \$4,965*

* ALL graphic projects from LDC include two draft revisions. Additional graphic drafts/revisions requested by GURA are charged at \$125 per hour. Graphic estimates do not include:

- Stock Photography or Photography
- Printing or Printing Services
- Electronic versions for web and internet distribution (hourly charges apply for production of these items at \$100 per hour)
- Sales Tax, if applicable

* Additional SSA project writing required above hours estimated, and approved by GURA, is charged at \$145 per hour.

Work Agreement

Payment Schedule:

SSA and LDC will provide **GURA** with an invoice along with this agreement for the 50 percent project deposit as outlined above. Following payment of the initial invoice, **SSA and LDC** will begin work on **GURA's** account. Upon completion of the projects, **SSA and LDC** will provide **GURA** with a statement for the balance due for project services. All invoices are to be paid within 21 days of receipt. A 1.5% monthly service charge is payable on all overdue balances. **GURA** shall assume responsibility for all collection of legal fees necessitated by default in payment.

Additional Fees:

GURA also agrees to reimburse **SSA and LDC** for reasonable out-of-pocket pre-approved project expenses, which may include postage, copies, supplies, mileage at \$.34.5 cents per mile, delivery services, and video monitoring.

Governing Law:

This Agreement shall be enforced and interpreted according to the laws of the state of Colorado.

Limitation of Liability:

GURA agrees that it shall hold **SSA and LDC** and its agents or employees harmless for information prepared by **SSA and LDC**, and approved by **GURA**, for external distribution or for any misquote or misinformation resulting from **GURA** interviews that occur in reporters' published media stories. **GURA** agrees that it shall not hold **LDC** or its agents or employees liable for any incidental or consequential damages which arise from **LDC's** failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of **LDC** or another third party.

Right of Publicity:

SSA and LDC shall have the right to list **GURA** as a client in any and all of its future promotional materials and information.

Nature of Relationship:

The relationship created by this Agreement is one of an independent contractor. **SSA and LDC** and any agent or employee of **SSA and LDC** shall not be considered an employee of **GURA**. None of the benefits which may be provided by **GURA** to its employees including, but not limited to, health insurance, disability insurance and the like, are available through **GURA** to **SSA and LDC**.

Cancellation:

Either party may terminate this Agreement at any time without cause upon written notice of their intention to do so, and such termination shall become effective sixty (60) days after a notice of intent to terminate is delivered to the appropriate parties. In the event of cancellation of these projects, a fee for work completed, based on the contract price and expenses already incurred, shall be immediately paid by **GURA** to **SSA and/or LDC**.

Modifications:

Modifications of this Agreement must be in writing and approved by both **SSA, LDC** and **GURA**.

We look forward to working with you. Should you have any questions concerning this agreement, please call us at 303.707.1776.

_____ Susan Sears & Associates	Susan Sears _____ Printed Name	_____ Date
_____ Lucky Dog Creative	Mark Howard _____ Printed Name	_____ Date
_____ Golden Urban Renewal Authority	_____ Printed Name	_____ Date

Your signature indicates acceptance of the terms outlined above.