

Engine Agreement

October 5, 2021

Parmod Chandna
VP of Finance, HR, and Operations
Discover Durham
212 W Main St #101
Durham NC 27701

Engine – Agreement for Services

Dear Parmod:

Thank you for the business! We are thrilled that you have accepted Engine's proposal to do the branding work for Durham Convention & Arts Center. Below you will find the scope of work, costs and timing proposed in a format that we can use as an executable agreement between us.

SCOPE OF WORK

As we explained in the RFP response, our process starts with some strategic discovery, which we will be compressing for time's sake in this project. So the first step is a KO meeting where we will be asking enough questions for us to leave the meeting with sufficient information to formulate the strategy that will guide this work. With agreement to that document and idea, we start development of the materials needed as outlined in your RFP...

Branding

- Logo
- Brand guidelines
 - Logo Guidelines
 - Brand fonts/typography
 - Color palette
- Tagline
- Renderings of new signage at complex
- Graphic components
- Banners

Signage

- Exterior signs and banners
- Wayfinding signage

Sales & Marketing

- Promo Kit
 - Digital ad creative
 - Graphics for sales channels
- Print collateral piece

TIMING

We discussed timing when we met, and proposed alternative timing. We understand your timing to be tight, and there is need to get this done quickly, but the dates in the RFP are not in stone. So here is the way we currently see it:

Kickoff meeting (virtual)	October 8, 2021
Initial logo concepts	w/o October 25, 2021
Final logo	w/o November 8, 2021
Brand guidelines, mockups, signage, banners, etc	w/o November 15, 2021
Promo kit graphics/promo piece	November 18, 2021

We will of course proceed as efficiently as possible with each step, and we mutually understand that timely approvals and prompt and compete feedback are critical for all this to happen as quickly as desired.

OWNERSHIP OF INTELLECTUAL PROPERTY:

Upon final payment by Client, except as limited herein, copyright rights in and to the finished deliverable (the "Project Deliverable") produced by Engine Brandmakers will be owned by Client. Notwithstanding the foregoing, rights to photos, graphics, source code, work-up files, computer programs or any other items in which Engine is unable to transfer the full intellectual property rights to Client (if any) or intellectual property rights not related to the copyrights in and to the Project Deliverable are not transferred to the Client, and remain the property of Engine or their respective owners (subject to a license to Client to use the foregoing in connection with the Project Deliverable). A written detail of any non-transferrable copyrights, licenses or intellectual property rights can be requested by Client at the completion of any Statement of Work.

CONFIDENTIALITY:

Engine Brandmakers and Client may disclose to each other certain non-public information relating to each's business, including, without limitation, technical, marketing, financial, personnel, planning, and other information that is marked confidential, or which the receiving party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Each party agrees that it will not disclose the disclosing party's Confidential Information except (a) to the employees, contractors, advisors or agents of the receiving party to the extent that they need to know that Confidential Information for the purpose of performing the receiving party's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 3; or (b) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the receiving party will promptly notify the disclosing party of such obligation.

COSTS

The total cost of this activity will be \$40,000, paid over 3 installments as follows:

October 2021: of \$20,000 to start activity

November 2021: \$10,000 as we continue

Completion (November 2021): \$10,000 at the successful completion of all the required work under this project.

Note: The above costs include all agency time: account management, project management, creative direction, art direction, design, copywriting.

The above does not include out-of-pocket costs not included in the scope of work for:

- Website design, production and programming, SEO/AdWords setup, photography, illustration, video production, printing, or shipping, for which we contract and mark-up 20%.
- Sales tax. When Engine develops tangible deliverables, other than advertising, the agency is required to charge state sales tax. This DOES include costs for producing the promotional piece

TERMINATION

Either Engine or client may terminate this Agreement at any time upon a minimum thirty (30) day written notice to the other, and client shall have no further obligation for payment to Engine other than for fees previously earned and unpaid and reimbursable expenses at the time of termination. In such instance, Engine at the option of client shall only be responsible to Client to provide either (i) Services for which Client has already paid Engine, or (ii) refund for Services paid for by client not yet performed by Engine. This Agreement shall be governed by and construed in accordance with the laws of North Carolina, exclusive of its rules governing choice of law and conflict of laws.



Parmod Chandna
VP of Finance, HR, and Operations
Discover Durham
10/05/21



Rod Brown
President
Engine, Inc.
10/05/21