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Length of Contract: July 1, 2021 – June 30, 2022

Kim Hufham
President & CEO
Wilmington and Beaches Convention & Visitors Bureau
505 Nutt Street, Unit A, Wilmington, NC 28401

Dear Kim:

French/West/Vaughan is pleased to continue working with the **Wilmington and Beaches CVB** to provide public relations and social media support for **Wilmington and Beaches,** along with creative services and media planning and buying for leisure. This letter serves as the Agreement between French/West/Vaughan ("Agency", "F/W/V") and the Wilmington and Beaches CVB ("Client"), under which the Agency is hired to provide these services and counsel to Wilmington.

The Agency agrees to offer an exclusive relationship to the Client, meaning that we will not work with other companies offering competing services or products without written permission from the Client. This exclusivity clause will remain in effect as long as this contract is in place. Competing services are described as other coastal destination in N.C., S.C., or Va.

This Agreement will be effective upon full execution and will continue unchanged, unless modified by both parties in writing, until it is terminated in accordance with the procedures in this Agreement.

This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of North Carolina, and venue for any legal action shall be in Wake County, North Carolina.

I. SERVICES

F/W/V shall provide the following account services and management oversight for Wilmington.

Public Relations and Content Development

- Writing, editing and distribution of news releases and story pitches
- Proactive/reactive media relations
- Maintenance of media lists
- Blog post development
- Assistance with content and itinerary development for influencer campaigns and native advertising buys
- Development and management of annual editorial calendar

Social Media

- Social media content development and general platform maintenance
    - Facebook – 4-5 posts per week; primarily inspiration, accolades, blog content, events
    - Instagram – 4-5 posts per week; primarily inspiration, influencer content, blog content, accolades, videos (i.e., Reels)
        - Stories – Blog content, accolades, reshare UGC/influencer content, events

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        - IG Guides – Share content supporting destination blogs
    - Twitter – 1-3 posts per week; focus only on destination news/retweets, events
    - Pinterest – 1-3 posts per week; inspiration, amplify influencer content, blog content
    - YouTube – Publish video content as needed, focusing on increased YouTube searchability
- Coordination and management of local videographer producing Reel-style social videos
- Work with the CVB on regular monitoring of and posting to User Generated Content website feeds via Crowdriff
- Daily social media monitoring and responding, Monday through Friday
- Digital and social media counsel and support

Creative Services
- Print/digital creative development and resizes
- Strategic planning, research and analysis
- Account management and meetings

Account Service
- Account management support – conference reports, client phone calls and meetings, and other tasks related to account service
- News monitoring and reputation management (traditional and social/digital media)
- Monthly status report tracking all activities and results
- Attend and/or present at up to three (3) Wilmington TDA meetings, dates TBD

II. FINANCIAL ARRANGEMENTS

1. Fees

F/W/V will bill Client for services as follows:

Fixed Project Fee (Public Relations and Content Marketing – $38,353): A fixed fee of $9,588.25 will be billed to Client quarterly (July 1, October 1, January 1, April 1) in exchange for professional services each month covering the scope of work outlined in Section 1. Service hours will be based on allotted budget (approximately 26 hours per month or 307 hours over the course of the year) and reported to client monthly.

Fixed Project Fee (Social Media – $44,400): A fixed fee of $11,100 will be billed to the Client quarterly (July 1, October 1, January 1, April 1) in exchange for professional services each month covering the scope of work outlined in Section 1. Service hours will be based on allotted budget (approximately 30 hours per month or 356 hours over the course of the year) and reported to client monthly.

Fixed Project Fee (Print/digital Creative Development and Resizes; Planning, Research and Analysis; Account Management and Meetings – $68,820): A fee of $5,735 will be billed to the Client monthly starting July 1 covering the scope of work outlined in Section I.

F/W/V shall have the right to require reasonable assurance of the availability of Client funds in advance of undertaking commitments on behalf of the Client.

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A written estimate will be provided to the client for any services or projects that fall outside the noted scope of work. No additional services will be rendered without written permission by the Client and a signed estimate

2. Expenses

F/W/V will bill Client for expenses as follows:

Social Media Content Amplification ($38,000): $38,000 will be billed to Client for costs associated with content amplification on Facebook and Instagram. $9,500 will be billed to Client quarterly (July 1, October 1, January 1, April 1). F/W/V's 15% media commission will be taken from this fee.

Social Videos ($7,200): $7,200 will be billed to the Client for costs associated with working local videographers to shoot and produce Reel-style social videos: $3,600 on July 1 and $3,600 on January 1.

Paid Influencer Campaigns ($35,000): $35,000 will be billed to the Client for costs associated with fall and spring influencer campaigns: $17,500 on August 1 and $17,500 on February 1. This includes all expenses and fees associated with Paid Influencer Campaigns, including a test on TikTok.

Leisure Advertising: Media will be billed monthly throughout the year as placement occurs. F/W/V's 15% media commission will be taken from this fee.

Under the quarterly fees, F/W/V expects to spend approximately $500 of the total fee per month on a media clipping service, travel expenses (mileage, meals to and from Wilmington for select meetings/events) and other small miscellaneous costs (telephone, office supplies, copies and postage, etc.). Only the expenses outlined above will be covered, and the resources of Wilmington and the Wilmington and Beaches CVB will be utilized first.

3. Invoice Payment Terms

Client agrees to pay all invoices within 30 days. F/W/V reserves the right to assess a 1 ½ % per month finance charge for invoices that remain unpaid after 30 days. The Client also agrees to reimburse F/W/V for all expenses, including reasonable attorneys' fees, incurred in the collection of any overdue and unpaid invoices. In the unlikely event Agency invoices remain unpaid for more than 30 days, at its discretion, F/W/V also may suspend work on the Client's account. In addition, in the event any invoices become overdue all subsequent payments, at the Agency's option, may be applied to those invoices which are overdue for the longest period of time until all payments are up to date.

III. TERMINATION

The term of this Agreement shall commence upon execution of this Agreement. F/W/V expects a long and mutually productive relationship. However, conditions should be specified for severance of such

working relationships. Either Client or F/W/V may terminate this Agreement upon ninety (90) days prior written notice. During the ninety (90)-day period prior to termination of this Agreement, the compensation and service arrangements stated herein apply.

In addition, either party may terminate this agreement if (a) a petition under any bankruptcy law is filed by or against the other party, (b) the other party executes an assignment for the benefit of creditors, (c) a receiver is appointed for the other party's assets, or (d) the other party becomes insolvent or takes advantage of any insolvency or any similar statute. Upon any such termination Client shall remain liable to F/W/V for any and all unpaid billing due to F/W/V under this Agreement at date of termination.

Per New Hanover County, performance hereunder shall not be required should any Act of God make such performance impossible, impracticable or not commercially viable. Acts of God shall include all such ordinary and customary events, including but not limited to, civil unrest or disorder, riot, storms, fire, flood, labor unrest, plague, epidemic, pandemic, outbreak of infection disease or other public health crisis, quarantine, isolation order or declaration of state of emergency by a government having jurisdiction. F/W/V would make every effort to pause or cancel paid media as quickly as possible, which typically means a 2-3 day turnaround time for digital and TBD based on lead times for print.

IV. INDEMNIFICATION

Because of Client's intimate familiarity with its business and the fact that F/W/V serves as Client's agent, F/W/V cannot undertake to verify all the facts supplied to the Agency by the Client. Therefore, Client agrees to indemnify, defend and hold harmless F/W/V and its affiliated companies, F/W/V employees and affiliated companies' employees, officers, directors, licensees and agents from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which F/W/V, or such other party, may incur as the result of any claim, suit or proceeding brought or threatened arising out of the nature or use of Client's products or services or any assertions F/W/V may make on the Client's behalf, including assertions about the Client, the Client's products or services, or about the Client's competitors and any of their products or services, in any materials F/W/V may prepare for the Client, if, and only if, the assertions are based on information, representations, reports, data or releases supplied to the Agency by or through the Client, or which the Client approved (excluding claims covered under the Agency's indemnity below).

Likewise, F/W/V will indemnify, defend and hold harmless Client and Client's parent, subsidiary and affiliated companies, and Client's, parent's, subsidiaries' and affiliated companies' employees, officers, directors, shareholders, licensees and agents against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, which Client may incur as the result of any claim, suit or proceeding brought or threatened against Client pertaining to libel, slander, defamation, copyright infringement, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through Client.

After F/W/V has issued material to the press or to another third party, its use is no longer under Agency control. F/W/V cannot assure the use of materials by any media, nor that any information published will accurately convey the information provided by the Agency.

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V. EMPLOYEE PROTECTION

F/W/V, like Client, devotes time and energy to the training and experience of agency staff. Therefore, during the term of this Agreement and for a one-year period thereafter, Agency and Client agree not to hire, employ or engage as an independent contractor or consultant, any of the other party's employees without written consent of the other party.

VI. CONFIDENTIALITY

Client and F/W/V agree to keep confidential and not to disclose or use for Agency's or Client's own benefit or for the benefit of any third party (except as may be required for the performance of services under this Agreement, or as may be required by law), any information, documents or materials which are identified by either party at the time that they are made available, to be proprietary or confidential. The confidentiality obligations in the preceding sentence, however, shall not extend to any information, documents, or materials that (a) become publicly available without breach of this provision, (b) are received from a third party without restriction, or (c) are independently developed without reference to information received hereunder from the other party. Such obligations shall expire upon the termination of this Agreement.

VII. RETENTION OF MATERIALS

Confidential materials provided to Agency shall be maintained for the duration of this Agreement and thereafter, either returned to Client or discarded per Client's written direction at the end of this business relationship. If Client prefers that F/W/V adopt a different practice regarding the retention of confidential materials or any materials that are provided to Agency to perform services under this Agreement, F/W/V must be notified in writing.

VIII. OWNERSHIP OF MATERIALS

F/W/V acknowledges and agrees that, upon payment of all sums due under this Agreement, all photography, brochures, manuals, film, signage, and other materials (collectively referred to as "Materials") generated by or for Agency in the performance of this Agreement, shall be deemed work made for hire and shall be, between Client and Agency, Client's exclusive property, subject to any third-party rights, restrictions or obligations of which Agency notifies Client. Likewise, Client acknowledges that F/W/V retains ownership of all works of authorship created by or for F/W/V prior to or separate from the performance of services under this Agreement, including, but not limited to, F/W/V proprietary information/services, media lists, and third-party relationships held by F/W/V.

IX. AGREEMENT DISCLOSURE

Both F/W/V and Client may publicize the fact our companies have agreed to work together in the form of a press release(s), campaign award submissions, and other forms of messaging that do not directly or indirectly disclose the financial terms of the agreement itself. Client will be given reasonable opportunity to review and pre-approve all information not already in the public domain that pertains to Client's business.

Both F/W/V and Client may also be asked to participate in additional activities, such as case histories and references. Neither party is obligated to do so, although it is the general practice of the Agency to assist our Clients any way we can and it is our hope and expectation that our Clients will do the same.

X. GENERAL TERMS

Nothing contained in this Agreement shall create any partnership or joint venture between the parties and F/W/V shall not be deemed to be Client's employee. F/W/V will be acting as Client's agent when purchasing materials or services on behalf of Client, and Client agrees that all orders placed and contracts entered into by Agency on behalf of Client with F/W/V's suppliers and other persons, may so state. Client acknowledges that Agency may from time to time use consultants and/or subcontractors in the performance of services hereunder.

This Agreement may not be assigned by either party without the prior written consent of the other, or any such purported assignment shall be void. This Agreement is made in North Carolina and shall be construed and interpreted in accordance with the laws of North Carolina. This document is a complete and exclusive statement of the terms of this Agreement and may be changed only by a written document signed by both parties. This document may not be changed verbally.

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Wilmington:
Please acknowledge agreement by signing this letter and returning a copy to F/W/V. We look forward to a mutually rewarding relationship.

Sincerely,

Rick French
Chairman & CEO

AGREED TO AND ACCEPTED:

By: Richard D. F

Printed Name: Rick French

Title: Chairman & CEO, French/West/Vaughan

Date: 7/2/21

Wilmington and Beaches CVB on behalf of Wilmington and Beaches
AGREED TO AND ACCEPTED:

By: Kim Hufham

Printed Name: Kim Hufham

Title: President/CEO

Date: 7/1/2021