

Agency of Record Contract  
Watauga County, NC Tourism Development Authority  
April 29, 2019

This Contract confirms that Watauga County, NC Tourism Development Authority, hereinafter referred to as Client, has retained Clean, Inc., of 6601 Six Forks Road, Suite 400, in Raleigh, North Carolina, hereinafter referred to as Agency, as its Agency of Record.

1. Agency of Record

As Client's Agency of Record partner, the Agency has been retained to execute and/or oversee the research, planning, PR as needed, and creative work for destination marketing services needed to promote the Client. Under this Agency of Record contract, the Agency has authority to purchase media and outside services on the Clients behalf and based on approval of written estimates by Client and receive standard agency compensation.

2. Summary of Services

The Agency will provide a range of services associated with the strategies and plans presented to the Watauga TDA, included below, for the period of July 1, 2019 – June 31, 2020.

A summary of the overall scope of services is as follows. These services are recommended based on past work and experiences. New executions and services may be added and existing may be removed should strategy, creative or other circumstances direct that a change may be needed.

Account Planning – Strategy & Media:

- Strategic media and creative recommendations, including the development and presentation of a detailed annual communications plan.
- Research, planning, negotiation, and placement of both traditional and digital media and related added-value programs, and any traffic related to that same media.
- Development and production of strategic, results-driven creative, including a comprehensive destination brand and messaging for the Watauga/Boone area.
- Management of the production of various creative concepts, and delivery to media vehicles as required.
- Deployment of appropriate methods for measuring the impact of executed media strategies and tactics.
- Coordination with website development partner for consistency of messaging, imagery and campaign support
- Coordination with social media management to assist and aid in monthly reporting, vet and advise on a social media inquiries Watauga/Boone requests; provide corresponding POV as needed for new inquiries or crisis communications.

#### Creative Development:

- New campaign development and execution for agreed upon direction within fiscal year
- Per media plan, for each creative deliverable Clean will:
  - Create, follow and monitor project timelines for each deliverable.
  - Build to specifications and guidelines listed within the approved media plan for each partner/vendor.
  - Align copy and visuals to recent photography and other campaign elements, including audience and target viewership of selected advertising medium.
  - Examine/check all files for quality control and assurance; prepare all final files for external use.
  - For relevant creative, consistent monitoring of weather related digital in the event the creative needs to be updated or changed based on seasonal/winter conditions.
- Create media placed deliverables including the following. Note: Subject to change pending approved media plan.
  - Paid Search Listings: keyword bidding and monitoring
  - Print development for multiple placements including various approved executions
  - Digital development including display ads and paid social media across Facebook and Instagram, pre-roll units, weather triggered ads, trip advisor banners and targeted e-blasts
  - OOH as dictated by media plan: vinyl and/or digital billboards and bus advertising
  - Photography planning and execution as outlined within section 3. Clean's time will be estimated separately per scope and outside costs such as food and hotel will be passed to client at cost.
- Creative resizing and trafficking media placements that the client places; not a part of the primary clean design fiscal media plan/buy.
- Rollovers: Should additional funds become available, Clean will work to develop a strategy and media plan based on the requested needs; also develop project timelines and ideate and develop new creative deliverables based upon the new plan. Amount of executions depends upon additional money allocation and timing and is open to separate scope pending request.

It is further understood that, unless separately agreed upon by both parties, the scope of services does not include the following, which will be estimated separately based on hours to accomplish:

- Initial production related to the TDA website, [www.ExploreBooneArea.com](http://www.ExploreBooneArea.com), and initial search engine optimization of the site.
- Website design and development will be scoped separately.
- Video (TV and online), photography, audio commercials, and animation. Clean will estimate and include agency time within a separate SOW including hard costs from production partners.
- Experiential/stunt/sponsorship activations:
  - Hours for Clean employees on-site at events will be scoped and estimated separately and may be part of production/media budget

- Management and coordination of event planning and support for the annual International Bluegrass Music Association festival in Raleigh, NC including:
  - contract negotiation and facilitation
  - develop project planning schedule and deliverables checklist leading up to event
  - activation area planning and space design/layout including new stunts, activations and games for September 2019
  - coordination with select activation partner(s) to secure activation props and set up installment
  - coordination with select swag partner to order and secure materials needed for the event and bring to event
  - Includes Clean employee volunteers (up-to 25 people) to set-up, work shifts, and monitor at each station for two full work days during the festival
  - Clean employees to help break down activation spaces; and securing materials for two-evenings along with vendor partners
  - Includes snacks/water for Clean employees for two-days on-site at the festival
- Creation of one-off ads/needs for Watauga/Boone sponsored events including programs (i.e. Merlefest, etc.) and submitting final files to vendors per specs.
- Any sales-related activities, such as trade shows. However, the agency of record may be asked to provide sales-related collateral on an as-needed project basis.
- Fulfillment of consumer inquiries, including call center services.

### 3. Meetings and Account Management

To coordinate all Agency work with the Client appropriate account management and media resources will be assigned to the account. They will be responsible for conducting and/or coordinating the following activities:

- Scheduling and attendance of client meetings every-one to three months as needed pending creative presentations, and when also requested by Wright and the TDA. Also scheduling and planning to attend once-a-quarter budget meetings as requested by Wright, in addition to presenting at yearly retreat in Spring, and in person for year-end results.
- Development of presentations and handouts for periodic committee meetings.
- Analysis of campaign results twice per year.
- Coordination with the Client service providers including website development and public relations and social media activities.
- Coordination of specific ad run dates, images, CTA and messaging for all paid media.
- Distribution of all paid media on a timely basis.
- Development of schedules: media approvals, media reviews, media distribution, projects, etc.
- Coordination with all third parties on external media buys unless separately arranged by Client (e.g. radio stations, talent, TV stations, print media, online media, event sponsorship details, etc.).

- Photo shoot coordination including itinerary/schedule, photographer selection coordination, talent management & coordination, etc.
- Generation and weekly updates of status reports and regular status calls as needed. Client will be advised of revised timelines if projects will not be completed as stated on status reports.
- Generation and reconciliation of project and account invoices.  
Overall account and project management shall be led by account manager plus one coordinator. Client will work with those two representatives on developing and executing scope of work. Should lead account manager change, the Client would be notified prior to changes in account management and account team. Account manager will keep directors apprised of activity on the account.
- Ongoing analysis and review of existing media plan, results and metrics.

#### 4. Standards of Quality

The Client agrees to work with the Agency toward a common goal of creating professional advertising projects that maintain a high level of quality. To ensure this, the Client agrees that The Agency will handle the planning and creative work on all advertising projects, as well as the coordination and follow-through. This includes media placement, outside vendor purchases and billing. Outside expenses are not marked-up.

#### 5. Approval and Estimates for Work Performed

The Agency will submit all advertising plans and campaigns, copy, layouts, artwork, storyboards, scripts, and media schedules to the Client for approval, along with written estimates when requested. All outside costs such as photography, printing, video production, etc. will be separately estimated including mark-up to cover agency time. No advertising or outside services will be contracted for the Client unless they have been previously authorized by the Client. The Client may request changes or cancellations, or stop any work in progress, provided they are within the Agency's contractual obligations. Where changes or cancellations are requested on previously approved work, the Client will reimburse the Agency for unrecoverable charges or expenses.

#### 6. Account Management, Creative, Project Coordination and Strategy.

All agency time to accomplish the detailed scope of work is included above and covered by this contract. The client will only be responsible for agency time to accomplish work not described within this document.

#### 7. Compensation and Payment Terms

The agency will be paid a monthly fee as determined in Exhibit A (last page), which will be reviewed after each contract year. Invoices are submitted at the beginning of each month and are due in net 30 days.

In addition to the monthly fee, the Agency will separately bill Client each month for that month's media placements at net cost. These invoices are due net 30 days so that media obligations are met as incurred. Interest at prevailing rates will be charged on accounts past due 30 days.

#### 8. Exclusivity

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 mountain destinations in North Carolina, Virginia and Tennessee.

#### 9. Ownership, Custody and Control of Property

The Client will own all rights to all versions of advertising projects which have been invoiced and paid for. This includes camera-ready output, negative film, reels and press plates, where applicable. Electronic files of Client projects are also owned by the Client but will remain in the Agency's custody for contract period.

#### 10. Confidentiality

The Agency shall maintain the confidentiality of all information designated by the Client as being secret or confidential.

#### 11. Liability

##### Indemnification:

- a) We agree to exercise our best judgment in the preparation and placement of all advertising and publicity for the Client, with a view to avoiding claims, suits or proceedings being made or instituted against the Client or the Agency. It is mutually agreed, however, that, to the extent allowed by applicable law, the Client will indemnify the Agency against any loss the Agency may incur as the result of any claims, suits or proceedings made or brought against the Agency based upon any advertising or publicity that the Agency prepared for the Client and that the Client approved before its publication or broadcast.
- b) The Client will also indemnify the Agency to the extent allowed by applicable law against any loss the Agency may sustain as a result of any avoiding claim, suit or proceeding made or brought against the Agency based upon any advertising element (i.e., photographs, artwork, etc.) that is furnished by the Client and that allegedly violates the personal or property rights or any person if the Client approves in writing the use of said advertising element before its publication or broadcast.
- c) The Agency shall not be held liable for failure of media or suppliers to meet their obligations.
- d) The Agency shall not be liable for delay, or omission, or error, in any advertisement in the absence of willful fault or neglect.
- e) Nothing in this agreement shall be deemed to require the Agency to undertake any campaign or prepare any advertising or publicity that in the Agency's judgment is

misleading, libelous, unlawful, indecent, or otherwise prejudicial to the Agency or the Clients interest.

## 12. Term and Termination

This Agency of Record contract shall begin July 1, 2018 and continue until terminated by either party giving ninety (90) days advance notice in writing. The contract may also be terminated sooner providing that all invoices for completed work and/or work in progress at the time of termination are paid in full. In the event of termination, the Client will be responsible for expenses and charges approved prior to termination, including media ordered and production ordered.

## 13. Assignment

This Agreement is not assignable by Agency without the express written permission of the Client.

## 14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, and the exclusive venue for any claim or dispute shall be the Courts located in Watauga County, North Carolina.

## 15. E-verify

The Agency will ensure its compliance with Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. 104-208, 110 Stat. 3009. Agency will provide all documentation which may be requested by the Client, including but not limited to completion of Form I-9 for Employment Eligibility Verification, affidavits of compliance with this act, and such other documentation as the Client may request from time to time. The Agency shall not knowingly hire for employment, employ, or continue to employ an unauthorized alien.

Please sign two (2) copies of this Agency of Record Contract. Return one copy to the Agency as soon as possible and retain the other for your files.

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

Matt Vincent, Board Chair, Watauga County NC Tourism Development Authority

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

Natalie Perkins Holden, CEO, Clean Design

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15. E-verify

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Please sign two (2) copies of this Agency of Record Contract. Return one copy to the Agency as soon as possible and retain the other for your files.

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

Matt Vincent, Board Chair, Watauga County District U Tourism Development Authority

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

Clean, Inc.

This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.

6-28-19

Date

Finance Director

[Exhibit A: Compensation]

For FY19-20, the total budget includes agency time and media fee:

Paid Media / Fee

- Paid media spend
  - Includes standard 15% fee for Agency time associated with planning, securing and executing the buy with all media vendors and contacts for the year.
- A monthly agency fee of \$19,099.5 in order to fulfill scope and summary of services listed within this contract.
  - The Agency fee is calculated based on a blended rate of \$155/hour which will also be honored to estimate all outside projects.
  - Annual hours are 1,479 therefore 123 hours/month and 31 hours a week. These hours are shared between all Clean brand team employees that work on your business.
  - Clean will track hours and any unused hours roll over to the next month. The hours will be reconciled at the end of each quarter, and a more formal update will be provided to the Client quarterly. Each year, the hours will be reviewed to ensure that the Client and the Agency are making the best use of the resources available. The Agency fee will be budgeted for a cost-of-living increase each year.
- As noted within the scope of services section above, should any new production costs be requested or needed (example: new photography, video, experiential/non-traditional media), those costs will be scoped separately as additional costs, then presented and approved by the Client in advance.