

**STATE OF NORTH CAROLINA  
COUNTY OF CHATHAM**

**CONTRACT FOR  
ADVERTISING SERVICES**

THIS AGREEMENT, made and entered into by and between the Town of Pittsboro, herein "Town", and HouckDesign, PO Box 792, Austin, TX 78767-0792, herein "Contractor" or "HouckDesign" for services hereinafter described for the Town of Pittsboro" for The Rock Ridge Park Disc Golf Course Advertising Project.

**WITNESSETH**

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, its fee proposal, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town grants Contractor the exclusive right to sell advertising on tee signs at the park for the purpose of raising money for the course. Town agrees to leave advertising signs in place for a period of two years, ending on August 21, 2015. Town also acknowledges that HouckDesign will not be doing any fundraising to raise money to recover its design fees.
3. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Pittsboro and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons caused in whole or in part by the negligence or willful misconduct of the Contractor except to the extent same are caused by the negligence or misconduct of the Town.
4. Non-Discrimination: The Contractor shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
5. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor. This Amendment also acknowledges that Town is not expecting any fundraising from HouckDesign. However, if HouckDesign is able to locate donors, all the funds will be given to Town directly by donor and HouckDesign will not receive any portion of those funds.
6. Term: This Agreement, unless amended as provided herein, shall be in effect until August 21, 2013 or until funds in the amount of \$15,000 is raised, whichever is earlier.
7. Clarification: Town acknowledges that HouckDesign is the designer of the disc golf course has not participated in, nor has it offered to participate in, construction of the course. Town acknowledges that anyone associated with HouckDesign, specifically John Houck and Jason Hendrickson, have participated in volunteer work days as volunteers on their own time and not as contractors of the Town.

IN WITNESS WHEREOF, the parties hereunto cause this agreement to be executed in their respective names.

**HOUCKDESIGN**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**TOWN OF PITTSBORO**

\_\_\_\_\_  
TOWN MANAGER

\*finance officer audit certification stamp below

## **EXHIBIT A**

HouckDesign proposes to conduct and manage an advertising campaign in support of the purchase of tee signs and construction of the Town of Pittsboro's Rock Ridge Park Disc Golf Course. The campaign will operate on a local, regional and national level.

Funds shall be raised by the soliciting tee sign advertisements.

Funds raised will go toward the purchase of tee-signs and directional signs, course overview and other appropriate signage, tee pads, trails and other course requirements as determined by the Town.

### **Roles & Responsibilities**

#### *The Town of Pittsboro:*

- Will support the advertising effort through assistance with general strategy, will provide a list of local businesses that would most benefit from advertising at the disc golf course. I.e., restaurants, bars, sports equipment suppliers, etc.
- Will have final review of all promotional material produced
- Retains the right to refuse an ad not deemed to be in the best interest of the Town
- Has provided a basic tee sign advertisement template to be followed, including a QR code, logo and tagline for each ad which will be adhered to by HouckDesign

#### *HouckDesign:*

- Will conduct and manage the advertising campaign, soliciting ads at a national, regional, and national level.
- Will make use of national disc golf contacts to solicit ads
- Will prepare promotional materials
- Track ad sales and publish advertiser acknowledgements via an online venue
- Will conduct solicitations and, as deemed appropriate, work with the local Chamber of Commerce, Visitors Bureau or Business Associations to generate interest in the campaign
- Accept all payments, payable to Circular Productions, and handle all transactions with the advertiser, including invoicing, receipts, thank you notes, etc.
- HouckDesign and their Marketing Consultant will bill all advertisers and collect the funds directly. Any funds received beyond the sales price of the tee signs will be donated back to the Town from HouckDesign.

The initial \$12,500 raised by HouckDesign and/or the Town will be dedicated solely to the purchase of platinum level tee signs, ad signs, course overview signs, sponsor signs, directional and other necessary course signs made by HouckDesign. No Marketing Fee will be charged. HouckDesign will not be raising any money to recoup its design fees.

Any subsequent funds raised through advertising will be donated back to the Town 100%.

Advertising sales will continue, on an ongoing basis, until \$15,000 is received or until August 21, 2013, whichever comes first.

For the construction of tee pads, if HouckDesign solicits in-kind donations of concrete, lumber, and labor, the in-kind donations will not be subject to distribution, and neither HouckDesign nor the Marketing Rep will seek compensation for securing these donations.

HouckDesign will accept check and credit cards only for such advertising.