

**STATE OF NORTH CAROLINA
COUNTY OF CHATHAM**

**CONTRACT FOR DESIGN
CONSULTING 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" for services hereinafter described for the Town of Pittsboro. This Contract is between the Town of Pittsboro and "HouckDesign" for The Rock Ridge Park Disc Golf Course Fundraising 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, their fee proposal, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town shall pay for the Contractor's services as set forth in Exhibit A.
3. Fee Schedule and Maximum Sum: Payment shall be made according to Exhibit A as funds are generated.
4. Billing and Payment: The Contractor shall submit a bill to the Town for work performed under the terms of this Agreement. The Contractor shall bill and the Town shall pay the rates set forth herein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee.
5. 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.
6. 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.
7. Amendment: This Agreement may be amended in writing by mutual agreement of the Town and Contractor.

8. Term: This Agreement, unless amended as provided herein, shall be in effect until January 14, 2016 or until \$75,000 is raised, whichever comes first.

This Contract is between the Town of Pittsboro and “HouckDesign” for The Rock Ridge Park Disc Golf Course Fundraising Project.

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

HOUCK DESIGN

SIGNATURE

TITLE

ATTEST

TITLE

TOWN OF PITTSBORO

TOWN MANAGER

ATTEST BY TOWN CLERK:

TOWN CLERK

TOWN SEAL

Town Clerk attests date this the _____ day of _____, 2013.

Basics

HouckDesign proposes to conduct and manage a fundraising campaign in support of the construction of the Rock Ridge Park Disc Golf Course. The campaign would operate on a local, regional and national level.

Funds shall be raised by the selling of tee sign advertisements, course sponsorships, Founders' Club sponsorships, etc.

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.

Roles & Responsibilities

The Town of Pittsboro:

- Will support the fundraising effort through assistance with general strategy, will provide a list of local businesses who 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 ads 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 Houck Designs
- Will accept invoices from Hock Designs and their Marketing Consultant on a monthly basis and pay them within 30 days
- Should funds be forthcoming directly to the Town independent of this campaign, they will be included in this campaign and distributed accordingly
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Houck Design:

- Will conduct and manage the fundraising campaign, soliciting ads and sponsorship at a national, regional and national level.
- Will make use of national disc golf contacts to solicit sponsorships and ads
- Will prepare promotional materials
- Track sponsorships and ad sales and publish sponsor 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

Additional Terms

Distribution of Funds shall be as follows:

	Town of Pittsboro	Tee Signs (HD)	Course Design Fees (HD)	HD Marketing Rep
First \$15,000 Raised		\$12,000		\$3,000
Subsequent Funds (SF)	\$24,000		\$24,000	\$12,000
Percentage Spilt on SF	40%		40%	20%
Total Raised \$75,000	\$36,000		\$24,000	\$15,000

The initial \$15,000 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 all other necessary course signs made by HouckDesign as well as to pay the Marketing Rep.

Other funds raised will be split 40/40/20, with 40% going to the Town, 40% to HouckDesign and 20% to the marketing representative contracted by HouckDesign. This percentage split will apply to all funds raised for the course, regardless of the solicitor, be it HouckDesign, the Town, or any other entity who takes it upon itself to help fund the course.

Fundraising will continue, on an ongoing basis, until \$75,000 is reached or a period of 3 years from the execution of this contract, whichever comes first.

For the construction of tee pads, if HouckDesign works with its Marketing Representative and the Town to solicit in-kind donations of concrete, lumber, and labor the in-kind donations will not be subject to financial evaluation for distribution, and neither HouckDesign nor the Marketing Rep will seek compensation for securing these donations.