

**CONTRACT WITH THE TOWNSHIP OF WEST ORANGE
FOR DEVELOPMENT AND IMPLEMENTATION OF
A TOWNSHIP-WIDE SOCIAL MARKETING CAMPAIGN AND ONE TOWN-
WIDE BUSINESS-DRIVEN EVENT**

This Agreement for the design, launch and maintenance of a Social Media Campaign and One Town-Wide Business-Driven Event to promote the Township of West Orange is made by and between the Township of West Orange located at Municipal Building, 66 Main Street, West Orange, New Jersey (herein the "Township") and MyTownMarketing ("MyTown") located at: 1 Templar Way, Livingston, NJ 070739.

WITNESSETH

WHEREAS, the Township Council of the Township of West Orange (the "Township") desire to retain a company to design, launch and maintain a Social Media Campaign and One Town-Wide Business-Driven Event to promote the Township; and

WHEREAS, MyTown has offered to provide these services; and

NOW THEREFORE, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally and equitably bound, agree as follows:

1. Cost – The cost of the Social Media Campaign and One Town-Wide Business-Driven Event shall not exceed \$12,500 total. This total shall constitute the maximum cost to the Township as to design and implementation of the campaign by MyTown. This maximum shall not include direct advertising costs including costs for advertising in Newspapers, Online Websites, or for printing of posters, flyers and related signage.

2. Terms and Provisions – MyTown agrees to design and implement the Social Campaign and Event consistent with the proposal submitted to the Township, annexed hereto as Exhibit "A." The Township reserves the absolute right to terminate this agreement at will and at any time upon thirty (30) days written notice to MyTown. All custom-designed social media tabs and pages, and posters, flyers and signage is subject to the Township's approval prior to publication. Social content postings will not be subject to the Township's prior approval.

3. Indemnification – MyTown agrees to indemnify the Township and save it harmless, including Township's employees, agents and servants, from and against any and all losses, claims, liabilities and expenses which may arise or be claimed against the Township, its agents, servants or employees in connection with MyTown's performance of this Agreement

4. Notice - Any notices required hereunder to the Township shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to

the Municipal Clerk, Township of West Orange, New Jersey 07052 or such other address as the Township may designate in writing to MyTown. Any notice required hereunder to MyTown shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to MyTown Marketing, 1 Templar Way, Livingston, NJ 070739 or such other address as MyTown may designate in writing to the Township.

5. Captions - The captions appearing in this Agreement or of any copies thereof are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

6. Governing Law - This Agreement shall be construed in accordance with the laws of the State of New Jersey without regard to conflicts of law principles. The parties consent to the personal and subject matter jurisdiction of the Superior Court of New Jersey for resolution of any and all claims arising out of or in connection with this Contract.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Municipal Clerk

By: _____
Robert D. Parisi, Mayor

WITNESS:

MYTOWN MARKETING.

By: _____
Kurt Schwartz
Title: Owner