

**CONTRACT WITH THE TOWNSHIP OF WEST ORANGE
FOR DEVELOPMENT AND IMPLEMENTATION
OF A TOWNSHIP-WIDE “BRAND IDENTITY” CAMPAIGN**

This Agreement for the design and launch of a brand identity campaign to promote the Township of West Orange externally to prospective homeowners, realtors and to attract new businesses 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 Direct Ignition, LLC (“Direct”) located at 50 Oak Crest Road, West Orange, New Jersey.

WITNESSETH

WHEREAS, the Township Council of the Township of West Orange (the “Township”) desire to retain a company to launch a brand identity campaign to promote the Township externally to prospective homeowners, realtors and to attract new businesses; and

WHEREAS, Direct has submitted a proposal to the Township 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 brand identity campaign shall not exceed \$15,000 total. Payments shall be made by the Township in the amount of \$1,250 no later than the sixth day of each calendar month. This total contract amount of \$15,000 shall constitute the maximum cost to the Township as to design and implementation of the campaign by Direct. This maximum shall **not** include direct costs associated with editing video content filmed by Direct subject to prior approval from the Township as to the costs associated with editing.

2. Scope of Work - Direct should provide a clear process to achieve a unification of a brand identity campaign to promote the Township externally to prospective homeowners, realtors, and to attract new businesses that would include coordinating efforts with Signal Graphics and MyTown Marketing (hereinafter referred as the Marketing Partners). The final product shall be the establishment of a thorough Brand Strategy whereby Direct would serve as the Creative Director and project leader. Specific tasks assigned include, but are not limited to:

- A. Engagement of Critical Stakeholders - interaction with key Township of West Orange stakeholders including citizens, business community members, community organizations, elected officials, Township staff, and marketing partners in order to identify a common purpose and vision for West Orange. Through surveys, meetings, or any combination of methods, Direct shall identify common themes shared by invested individuals.

- B. Development and Creation of Brand Image - after discussions with relevant stakeholders, the Creative Director and Marketing Partners shall produce a series of suggestions that lead to a final product (Style Guide / Identity Package) with specific recommendations for the process of creating a brand for the Township that expresses common themes from all surveyed, interviewed, and/or invested individuals. Included in this recommendation should be a process to assure community buy in to the final product and strategy options for the external promotion to prospective homeowners, realtors, and to attract new businesses
- C. Implementation Strategy – Direct agrees that the brand identity campaign will include the following efforts:
- i. Web and social media branding
 - ii. Marketing outreach to corporate headhunters, relocation experts, and real estate agents
 - iii. Filming and online distribution of web video content for branding material

Strong consideration should be taken into account for both current branding as well as ongoing efforts (long-term strategy). All published content is subject to the Township's approval prior to publication including all print, video, and online content.

- D. Timeline and Milestone Reporting – the projected schedule shall not exceed 12 months. Milestone reports including project updates shall be made to the West Orange Public Relations Committee every other month.

These goals are high level objectives for the Township of West Orange branding process. Direct will also be asked to provide an overview of the final product to the Township of West Orange Mayor and Town Council at a public meeting.

3. Terms and Provisions – The term of this agreement shall be for twelve (12) calendar months and shall commence on September 1, 2011. Direct agrees to design and implement the brand identity campaign consistent with the proposal submitted to the Township, annexed hereto as Exhibit “A” and the Scope of Work described in Paragraph 2 of this Agreement. The Township reserves the absolute right to terminate this agreement at will and at any time upon five (5) days written notice to Direct. All published content is subject to the Township's approval prior to publication including all print, video and online content.

4. Intellectual Property Ownership – Any designs or graphics generated by Direct in the course of the brand identity campaign shall become the property of the Township upon completion of the term of this agreement.

5. Indemnification – Direct 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 Direct's performance of

this Agreement.

6. 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 Direct. Any notice required hereunder to Direct shall be hand delivered or mailed by certified first-class postage prepaid return receipt required mail to Direct at 50 Oak Crest Road, West Orange, New Jersey or such other address as Direct may designate in writing to the Township.

7. 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.

8. 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:

DIRECT IGNITION, LLC.

By: _____

Title: