



Agency/Advertiser Contract- Addendum

Creative Brief

Bucket Works will create and execute the anti-litter education campaign, "Leave It Better Than You Found It- CC Pledge", that will focus on community outreach and education as outlined in the attached BW Education Campaign Outline- CC Pledge.

Fee: Agency fee is based on hourly rate of \$100.00. Agency will invoice 15% media buying fee on all applicable media, and client will pay direct to media outlet. Any contracted professional services such as graphic design, photography, video production, video production editing; printing, etc.; such charges will pre-approved by the advertiser prior to and paid directly by the advertiser.

Contract Duration: October 1, 2014 – March 1, 2015

Project to not exceed \$20,000 (Includes agency fee and 15% media buying fee. Does not include approved contract services.)

1. Payment

All invoices are payable upon receipt. A \$50 service charge is payable on all overdue balances for reissuing each invoice at 31, 61 and 90 days from the date of original invoice. The grant of any license or right of copyright is conditioned on receipt of full payment.

2. Default in payment

The Advertiser shall assume responsibility for cost outlays by agency in all collections of unpaid fees and of legal fees necessitated by default in payment. Invoices in default will include but are not limited to fees for collection and legal costs.

3. Estimates

The fees and expenses listed in "estimates" are based on a maximum estimate. Any line items not listed as contracted services will be assessed at \$100.00 per hour and the agency shall keep the Advertiser apprised of a tally of hours within a reasonable period of time. Final fees and expenses shall be shown when invoice is rendered.

4. Changes

The Advertiser must assume that all additions, alterations, changes in content, layout or process changes requested by the Advertiser will alter the time and cost. The Advertiser shall offer the Agency the first opportunity to make any changes.

5. Cancellation

In the event of cancellation of this assignment, ownership of all copyrights and the original artwork shall be retained by the Agency, and a cancellation fee for work completed, and expenses already incurred, shall be paid by the Advertiser. Cancellation fee is based on the hours submitted, if the project is on an hourly basis or a percentage based on the time estimate for the entire job. A 100% cancellation fee is due once the project has been finished, whether delivered to the Advertiser or not. If the project is on an hourly basis and the project is canceled by the Advertiser, the Advertiser agrees to pay no less than 100% of the hours already billed for the project at the time of cancellation.

6. Ownership and return of artwork

The Agency retains ownership of all original artwork whether preliminary or final. If transfer of ownership of all rights is desired, the rates may be increased. If the Advertiser wishes the ownership of the rights to a specific design or concept, these may be purchased at any time for a recalculation of the hourly rate on the time billed or the entire project cost.

7. Credit Lines

The Agency and any other creators shall receive a credit line with any editorial usage. If similar credit lines are to be given with other types of usage, it must be so indicated here.

8. Modifications

Modifications of the terms of this contract must be written and authorized by both parties, involving the implementation of a new version of the contract as a whole following standard procedures of documentation and approval.

9. Code of fair practice

The Agency warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; that the Agency has full authority to make this agreement; and that the work prepared by the Agency does not contain any scandalous, libelous, or unlawful matter. This warranty does not extend to any uses that the Advertiser or others may make of the Agency's product that may infringe on the rights of others. Advertiser expressly agrees that it will hold the Agency harmless for all liability caused by the Advertiser's use of the Agency's product to the extent such use infringes on the rights of others.

10. Limitation of liability

Advertiser agrees that it shall not hold the Agency or his/her agents or employees liable for any incidental or consequential damages that arise from the Agency's failure to perform any aspect of the project in a timely manner, regardless of whether such failure was caused by intentional or negligent acts or omissions of the Agency or Advertiser, any Advertiser representatives or employees, or a third party.

11. Dispute Resolution

Any disputes in excess of the maximum limit for small-claims court arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereof. The Advertiser shall pay all arbitration and court cost, reasonable attorney's fees, and legal interest on any award of judgment in favor of the Agency. All actions, whether brought by Advertiser or by Agency will be filed in the Agency's state/county of business/residence.

12. Acceptance of terms

The signature of both parties shall evidence acceptance of these terms.

Agency: Lex Buguet Bucket Works, LLC

Date: 10/17/2014

Advertiser: _____ City of Corpus Christi

Date: _____

Acceptance of terms

The action of the sending and receipt of this agreement via electronic method will hold both parties in acceptance of these terms. The Agency as sender and the Advertiser as recipient will acknowledge acceptance of these terms either through an e-mail noting acceptance or acceptance is acknowledged at the beginning of any work on said project. Electronic signatures shall be considered legal and binding. This contract is held accountable to the legal system of Nueces County and any applicable statutes held therein.