

AGREEMENT

THIS AGREEMENT is hereby entered into as of the date first signed below, by and between **The City of Copperton** a Utah entity (hereinafter referred to as “**CLIENT**”) and **In The Field** a Utah entity (hereinafter referred to as “**CONTRACTOR**”) with reference to the following facts.

RECITALS

CLIENT desires to secure the services of a professional canvassing company to canvass doors in Copperton, UT.

1. CONTRACTOR is willing to use its best efforts to perform the above-described services in the manner specified in this Agreement for the consideration specified in this Agreement in accordance with local and state requirements, as identified by CLIENTY and specifically expressed to CONTRACTOR.

AGREEMENTS

THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

ARTICLE 1. TERM OF AGREEMENT

Section 1.01. Term.

This Agreement shall be effective as of the date first signed below and shall terminate upon the first of the following conditions to occur:

- (a)** Completion of all targeted doors.
- (b)** THREE (3) days following receipt of written notice of termination for any reason by the CLIENT to CONTRACTOR.
- (c)** Mutual agreement of the parties to terminate this Agreement; or
- (d)** The giving by CONTRACTOR of written notice to CLIENT of the failure of CLIENT to perform any of its obligations hereunder, provided that CONTRACTOR first provides five (5) days notice of such alleged failure and an opportunity within such five (5) days for the CLIENT to remedy such failure.

Section 1.02. Refunds/Payments.

Upon the termination of this Agreement for any of the above reasons, CONTRACTOR shall refund to CLIENT any amount paid in advance to CONTRACTOR more than the amount due and owing by CLIENT for completed doors knocked.

ARTICLE 2. OBLIGATIONS OF CLIENT

Section 2.01. Retention of CONTRACTOR.

CLIENT hereby retains CONTRACTOR non-exclusively to provide the services specified in Article 3 hereof. CLIENT will notify CONTRACTOR prior to engaging any other entity to perform a partial of the services specified in Article 3 hereof.

Section 2.02. Duties of CLIENT.

(a) CLIENT shall promptly designate in writing to CONTRACTOR one or more specific representatives to coordinate with and to provide on a timely basis review, approval, or consultation as may be required by CONTRACTOR.

(b) CLIENT shall provide CONTRACTOR with written instructions as to all required procedures it is to follow in the performance of knocking doors.

Section 2.03. Non-Exclusive Services.

(a) This Agreement shall not restrict CLIENT from retaining at any time additional paid canvassing services of any kind from any person or entity to knock doors on this project within the same states. CLIENT shall provide prior notice to CONTRACTOR of its intention to employ additional services from other entities.

Section 2.04. Assignment.

Neither party to this Agreement may assign its duties or obligations under this Agreement without the prior written consent of the other party.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Specific Services.

CONTRACTOR shall perform the following services in connection with canvassing doors: (a)

CLIENT shall, upon receiving CLIENT's instruction to commence canvassing. (b)

CONTRACTOR will use an app for all canvassing efforts.

(c) CONTRACTOR agrees that all canvassers MUST pass a vetting and/or background check performed by a third party prior to commencement of work. CONTRACTOR will provide CLIENT such information as needed to perform said vetting and background check, including copy of government-issued identification.

(d) CONTRACTOR agrees that all circulators MUST wear a lanyard with their name, photo, and the logo or other distinguishing mark for the candidate or cause benefiting from doors being knocked. If CLIENT becomes specifically aware of any canvassers without said distinguishing lanyard, CLIENT will fine CONTRACTOR one hundred dollars (\$100) per incident.

(e) CONTRACTOR agrees that all canvassers must be under a written and signed contract with CONTRACTOR, and that said contract shall include provisions for ethics / honesty guarantees. CONTRACTOR shall provide CLIENT copies of each contract with circulators prior to their commencement of work.

(f) CLIENT warrants that it will not directly hire any canvassers by CONTRACTOR through the duration of this agreement and a subsequent minimum of one (1) year thereafter, with the exception of individuals referred to CONTRACTOR by CLIENT.

(g) CLIENT shall maintain the right to disqualify any canvasser under contract with CONTRACTOR from further engagement on this project, for any reason.

Section 3.02. Method of Performance.

CONTRACTOR will determine the method, details and means of performing its services under this Agreement. CONTRACTOR specifically affirms such payments shall be in accordance to all governing laws specific to the activities of this agreement.

Section 3.03. Additional Assistance.

CONTRACTOR may, at its expense, obtain such assistance as it deems necessary to perform the services of this Agreement.

Section 3.04. Independent Contractor.

CONTRACTOR and its agents shall perform the services under this Agreement as Independent Contractors and shall not be treated as agents or employees of CLIENT for federal, state, or local tax purposes or for any other purpose. Sub-vendors and circulators utilized by CONTRACTORS are not CLIENT's employees, but CONTRACTOR shall assure as part of its performance hereunder that they shall meet industry standards and comply with all applicable federal, state and local laws and regulation while performing under this Agreement.

Section 3.05. Client Access.

A CLIENT designated representative shall have reasonable access during normal business hours to the operations of CONTRACTOR relating to the project, so long as such access does not interfere with CONTRACTOR's activities.

Section 3.06. Non-Exclusive Services.

This Agreement shall not restrict CONTRACTOR from rendering at any time services of any kind to any person or entity, including but not limited to services related to or concerning canvassing or performing services in connection with proposed or actual ballot measures or election campaigns.

Section 3.07. Conflict of Interest

(a) During the term of this Agreement, CONTRACTOR (and CONTRACTOR's employees, agents, and contractors) will refrain from any action or conduct which is inimical or directly opposed to

the interests of CLIENT. CONTRACTOR will promptly advise CLIENT of any possible conflict of interest.

(b) Canvassers shall only knock doors for THE City of Copperton and shall not knock doors for other candidates at the same time.

(c) CONTRACTOR may provide services to other parties provided such services;

(i) do not conflict with the interests of the CLIENT for which CLIENT is performing Services under the terms of this Agreement;

(ii) do not interfere with the Services to be rendered under this Agreement; and

(iii) are consistent with the terms of section 4 above. With respect to any work CONTRACTOR may perform for other parties where such work could be reasonably perceived to be in conflict with the CLIENT, CONTRACTOR will keep CLIENT informed from time to time as to the identity of any such parties to whom CONTRACTOR is providing services as well as providing information as to the general nature and scope of activities CONTRACTOR is providing for such parties.

Section 3.09. Compliance with Laws.

(a) CONTRACTOR shall perform its services hereunder without violation of laws. CONTRACTOR shall have no direct responsibility for assuring full and accurate compliance by CLIENT with campaign and election laws requiring disclosure but shall cooperate with CLIENT, and CLIENT's legal counsel, regarding reporting requirements related to canvassing activities. CLIENT shall provide CONTRACTOR with an outline of legal requirements (do's and don'ts) that CONTRACTOR shall follow.

(b). CONTRACTOR will not discuss, convey, or otherwise communicate about, the non-public plans, projects, activities or needs of the CLIENT with any third party, including, but not limited to, any employee, consultant, representative, or agent of any other outside organization.

iii. CLIENT will not discuss, convey, or otherwise communicate about, the non-public plans, projects, activities or needs of any of CONTRACTOR's other clients, including clients that are candidates, with any employee, consultant, representative, or agent of CLIENT.

ARTICLE 4. COMPENSATION

Section 4.01. Fees and Expenses.

CLIENT shall pay CONTRACTOR as follows:

(a) CONTRACTOR shall canvass 350 unique doors.

(b) CLIENT shall pay CONTRACTOR at a rate of three dollars and twenty-five cents (\$3.50) per unique door.

CONTRACTOR guarantees CLIENT a minimum survey rate of 14% and agrees canvassers will knock on

average 18-22 unique doors per hour.

CLIENT shall pay CONTRACTOR within five (5) days for doors canvassed. CONTRACTOR is responsible for providing invoices to CLIENT.

Section 4.02. Payment.

Payment for the doors knocked as provided for herein or any other payments provided for herein shall be considered made when the required funds are delivered by negotiable instrument to CONTRACTOR.

ARTICLE 5. TERMINATION, REMEDY PROVISIONS

Section 5.01. Early Termination.

In the event that CLIENT terminates this Agreement at any time, CLIENT's sole remaining obligation shall be to pay CONTRACTOR for fees earned up to that date of termination. Advance payments that have not been applied to actual doors knocked, pursuant to the Agreement made by CLIENT pursuant to Section 4.01 shall be refunded to CLIENT within five (5) days.

Section 5.02. Remedies.

Except as stated in Section 6.01 of this Agreement, a party of this Agreement shall have all remedies available to it under Utah law (legal and equitable) against the party, including and without limitation, the recovery of damages for breach of contract, whether or not the contract is terminated.

Section 5.03. Payments on Termination.

In the event this Agreement is terminated by either party pursuant to Section 1.01.(b)-(d), all amounts owed to CONTRACTOR shall be due and payable only to the extent that doors have been knocked and CONTRACTOR shall promptly refund to CLIENT any amounts advanced by CLIENT less that amount earned pursuant to section 4.01. signatures obtained as of the termination date. Upon receipt by CONTRACTOR of CLIENTY's notice of termination pursuant to Section 1.01. CONTRACTOR agrees to cease all efforts during such time before the termination becomes effective in accordance with Section 1.01 (b).

Section 5.04. Indemnification.

CLIENT agrees to indemnify and hold harmless CONTRACTOR from any against all claims, causes of action, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs (collectively, "Losses"), that CLIENT may incur as a result of CLIENT's negligence, misconduct, or material breach of the Agreement.

CONTRACTOR agrees to indemnify and hold harmless CLIENT from and against all claims, causes of action, liabilities, damages, losses, and expenses, including reasonable attorney's fees and costs (collectively, "Losses"), that CONTRACTOR may incur as a result of CONTRACTOR's negligence, misconduct, or material breach of the agreement.

Section 5.05. Mediation /Arbitration.

Notwithstanding any other provision within this agreement, all parties agree that in the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If the settlement is not reached within thirty (30) days after the service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration. The number of arbitrators shall be one (1). The place of arbitration shall be in the state of Utah and Utah law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

ARTICLE 6. BEST EFFORTS

Section 6.01. Best Efforts.

CONTRACTOR will make best efforts (Black's Law Dictionary, 11th Edition) to knock on doors pursuant to this agreement. CONTRACTOR makes no further guarantees to its performance under this agreement, and the damages under this agreement for failure of performance shall be limited to liquidated damages stated in Section 6.01.

ARTICLE 7. GENERAL PROVISIONS

Section 7.01. Notices.

Any notices to be given hereunder by either party to the other may be effected either by (a) personal delivery in writing, (b) by mail, registered or certified, postage prepaid with return receipt requested, or (c) by facsimile, telephonic and email communications. Mailed notices shall be addressed to the parties at the addresses appearing at the end of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt by the addressee. Mailed notices will be deemed communicated upon confirmed delivery. Notices delivered by facsimile and email communications shall be sent contemporaneously and shall be deemed to be delivered within seventy-two (72) hours after transmission. Telephonic transmissions shall be made contemporaneously with facsimile and email communications and shall be deemed communicated at such time as the parties communicate directly with each other in person or within seventy-two (72) hours after a detailed voicemail message is transmitted by one party to the other.

Section 7.02. Entire Agreement.

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for CLIENT and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of the party, which are not embodied herein, and that no other agreement, statement, or promises not contained in this Agreement will be effective unless it is in writing, and signed by the party to be charged. Each party to this Agreement acknowledges that this Agreement contains no implied covenants

or warranties of any kind or nature.

Section 7.03. Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 7.04. Governing Law.

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. The venue for any dispute whatsoever related to this Agreement shall only be proper in a court of competent jurisdiction located in Utah.

Section 7.05. Time of the Essence.

Time is of the essence of this Agreement and all provisions hereof.

Section 7.06. No Waivers.

Any waivers in connection with this Agreement or obligations hereunder shall be made in writing. No acquiescence in or waiver of breach or modification of any term covenant or condition of the Agreement shall be construed to be an acquiescence or waiver regarding any succeeding breach. No act, delay, or omission done, suffered, or permitted by any party shall be deemed to exhaust or impair any right, remedy, or power of said party hereunder doing, suffering, or permitting said act, delay, or omission.

Section 7.07. Authorization to Sign.

The parties hereby represent and warrant that the persons executing this Agreement have read the foregoing Agreement, are authorized to execute this Agreement, and are authorized to obligate the respective parties to perform this Agreement. This Agreement may be signed by counterparts.

Section 7.08. Limitation of CLIENT and CONTRACTOR Liability.

CONTRACTOR will look only to the assets of the CLIENT, for payment of any obligation that may become due from CLIENT. No member, officer, employee, or agent of the CLIENT shall be liable for any such obligation. Furthermore, all persons, corporations, or other entities extending credit to, contracting with, or having any claim against the CLIENT arising from this Agreement, may look only to the funds and property of the CLIENT for payment of any such contract or claim or for the payment of any debt, damage, judgment, or decree, or any money that may otherwise become due or payable to them from the CLIENT. CLIENT will look only to the assets of CONTRACTOR, for payment of any obligation that may become due from CONTRACTOR. No member, officer, employee, or agent of CONTRACTOR shall be liable for any such obligation. Furthermore, all persons, corporations, or other entities extending credit to, contracting with, or having any claim against CONTRACTOR arising from this Agreement, may look only to the funds and property of CONTRACTOR for payment of any such contract or claim or for the payment of any debt, damage, judgment, or decree, or any money that may otherwise become due or payable to them from CONTRACTOR.

ARTICLE 8. CONFIDENTIALITY

Section 8.01 Confidentiality.

(a) CONTRACTOR agrees that all non-public information concerning CLIENT's business practices and operations, including information or data contained in CLIENT's research records, financial records, personnel records, strategy documents, event schedules, issue preparation materials, photos, video and audio recordings, information regarding event speakers and their families, event attendees, field work information and materials (including canvassing materials, literature, door data, voter data, and training materials), and all other non-public CLIENT records (collectively "Confidential Information") to which CONTRACTOR may have access during the Term are the property of CLIENT. Confidential Information includes, but is not limited to policy positions; information and data related to policy positions and the means used to develop such policy positions; studies; production processes; media and marketing techniques and arrangements; mailing lists; donor lists; voter lists; fundraising plans; purchasing information; financial information; business plans; employee, supplier, and distributor data; and other materials or information relating to CLIENT's business and activities and how CLIENT does business. CLIENT's Confidential Information also includes but is not limited to information that is not generally known by or readily available to the general public, including, inter alia, that which relates to services performed by CONTRACTOR for CLIENT, or was created or obtained by CONTRACTOR in performing services for CLIENT or by virtue of CONTRACTOR's relationship with CLIENT. CONTRACTOR agrees it will not capture images, video, or audio at CLIENT events and will not share information regarding event logistics, location, or timing with any person whatsoever.

(b) Non-Disclosure of Confidential Information. CONTRACTOR agrees not to disclose or use Confidential Information other than in an authorized manner in the course of CLIENT's business. CONTRACTOR further agrees not to divulge such information to outsiders or other unauthorized persons, including but not limited to members of the media without the express advance written consent of CLIENT.

(c) Non-Disparagement. CONTRACTOR is prohibited from directly or indirectly (including without limitation sub-contractors, agents, employees, shareholders, contractors and members of CONTRACTOR) disparaging, defaming, impugning, or otherwise damaging or assailing the reputation, integrity, professionalism, or ability of CLIENT, which as defined herein includes, but is not limited to, The City of Copperton's employees, agents, contractors, board of directors, officers, volunteers, guest speakers, event attendees, whether orally, in writing, or through any medium (including, but not limited to, television or radio, newspapers, books, magazines, computer networks or bulletin boards, social media, the Internet, or any other form of communication).

(d) Return of client Property Upon Termination. CONTRACTOR agrees, on termination of the Agreement to return to CLIENT or to destroy all papers, notes, books, correspondence, or other documents or property in any format belonging to CLIENT or relating to its business and operation or containing Confidential Information, including all hard or electronic copies thereof.

(e) Compelled Disclosure. CONTRACTOR may disclose Confidential Information of CLIENT to the extent compelled by law or court order. In the event of a Compelled Disclosure where CONTRACTOR is compelled to disclose Confidential Material of the CLIENT, CONTRACTOR agrees to (1) Provide notice to

the CLIENT within five (5) days of receiving notice of a potential Compelled Disclosure (to the extent legally permitted), and (2) Provide reasonable assistance and cooperation in any lawful effort to contest the Compelled Disclosure or effort to seek a protective order to protect Confidential Information.

(f) Subcontractor Applicability. CONTRACTOR agrees that any and all vendors and their individual representatives, employees, or agents engaged and authorized by CONTRACTOR to provide services to CLIENT shall sign a confidentiality agreement and that CoNTRACTOR will not provide any Confidential Information to any vendor that has not executed such agreement. CONTRACTOR further agrees that it will provide a copy of such executed agreement to the CLIENT upon execution of such agreement. Failure to provide said executed agreement will result in the vendor's inability to provide services to the CLIENT.

(g) Remedy. CONTRACTOR acknowledges that the use or disclosure of CLIENT's Confidential Information in violation of the provisions of this Agreement or the breach of this Agreement's non-disparagement provisions would cause irreparable harm to CLIENT, and its mission. It is expressly acknowledged and agreed that violation by CONTRACTOR of any of the confidentiality, non-disclosure, and non-disparagement provisions outlined in this Agreement shall entitle CLIENT to temporary and permanent injunctive relief, in addition to all other legal or equitable remedies available under prevailing law including but not limited to liquidated damages. CLIENT may seek relief against both CONTRACTOR and individual agents, employees, vendors, individual employees of vendors, members, and shareholders of CONTRACTOR who fail to abide by the terms of this Agreement, including in their capacities. In addition, the CONTRACTOR stipulates and agrees that the extent of damages that would be suffered by the CLIENT would be impossible to ascertain.

It is executed by each party on the date and year written below.

The City of Cooperton

By: _____
)

Date: _____

In The Field

By: _____
Gabby Saunders (Oct 12, 2023 13:27 EDT)

Date: _____