

Official Publication Agreement

This Official Publication Agreement, hereinafter referred to as “**AGREEMENT**”, is entered into between _____ City, hereinafter referred to as “**The City**”, and Connection Publishing, a Utah LLC, hereinafter referred to as “**CP**”.

WHEREAS, **CP** is in the business of producing official city publications on behalf of **The City** and arranging for the distribution of such publications directly to the homeowners of **The City**; and

WHEREAS, **The City** wishes to engage **CP** to produce its official publication and **CP** wishes to provide such services to **The City**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree to the following:

1. **PUBLICATION:** **CP** agrees to create, publish and distribute the “official” publication on behalf of the **The City**, more commonly referred to as “Pleasant View Connection”, hereinafter referred to as “**PUBLICATION**”. An initial start-up fee by **The City** will be detailed herein (See: Addendum A) as well as the continuing contribution from **The City** for each publication. The appearance, content, production, distribution and other matters relating to the production of the **PUBLICATION** shall be in accordance with the following terms and conditions:
 - a) **Distribution:** **The City** acknowledges that **CP** will routinely distribute the **PUBLICATIONS** via bulk, U.S. mail which typically enables the **PUBLICATION**’s total delivery time to be approximately fifteen (15) to nineteen (19) calendar days as measured starting with the content and material submission deadline time (see Section (m) of paragraph 1, below until it reaches the readership. Should **The City** desire to accelerate the normal total delivery time by special request from **The City**, **CP** will send the **PUBLICATION** via first class U.S. mail, provided that **The City** pay in advance for the actual difference in cost between the U.S. first class postal rate versus the U.S. bulk postal rate. The **City** understands that occasionally delays may be experienced beyond **CP**’s control which impact normal delivery timeframes (e.g., holidays, unforeseen printing delays, assimilation of content material, etcetera).
 - b) **Quality:** The **PUBLICATION**, including the materials and printing methods used in its production, shall result in product essentially in the same, aesthetically pleasing format and quality as found in the samples provided to **The City** by **CP**.
 - c) **Format:** **CP** reserves the right to change the standard format of the **PUBLICATION** from time to time as certain information to be published will vary. However, other ‘constant’ **City** pages section items (e.g, ‘City News’, ‘Mayor’s Message’, ‘City Calendar’, etcetera) are to be routinely included in each issue and therefore, are expected to be found in the same general locations within the publication, and due to the overall layout and spacing needs, are expected to be provided each month by **The City**. **CP** will retain creative control of the publication in determining where content

and advertisers will be placed, what design elements will be used and overall graphic design of the publication see Section (j) Paragraph 1.

- d) **Publication Goals and News Item Sources:** The overall goal of the **PUBLICATION** is to promote goodwill and unity within **The City**. Accordingly, the readership should expect to receive educational, informative articles and other positive content deemed of common interest to members of **The City**. Such content is expected to include: a message from the mayor of **The City**; a schedule posting city events; neighborhood activities; and other community announcements and need to know information provided to **CP** by **The City**. Potential publication content material is invited to be submitted at all times from members of the community. Submitted from: individual homeowners; local businesses; community leaders; the City Council and all civil offices in **The City**. **CP** will curate and determine if the publishing of submitted content will be appropriate for the magazines (See Section (f) of Paragraph 1, for content restrictions and Content Authority Approval in Section (g) of Paragraph 1).
- e) **Creating and Editing Content:** **The City** hereby grants **CP** the right to gather input from homeowners and residents in order to create newsworthy articles and other material to enhance the quality and content of the **PUBLICATION**. **CP's** services are expected to include: conducting homeowner interviews; taking photos; and editing and/or enhancing material submitted by the various sources outlined in Section (d) of Paragraph 1, above. **CP** agrees to actively provide such services each publishing period and throughout the term of this **AGREEMENT**. The publishing period will be the time-period (2 months) prior to the publishing deadline(s) which will be determined by **The City** and **CP** jointly; and planned out in a publishing calendar to be approved by both parties and will found in ADDENDUM B to this **AGREEMENT**.
- f) **Content Restrictions:** Regardless of the story source whether from **The City** or homeowners, all such material shall not include content which may be considered as offensive; of a personal, internal political or controversial nature; express opinions deemed condescending, slanderous or critical of others, the community, **CP** or the **The City**. Material submitted may not contain topics otherwise inappropriate for a family publication or considered discriminatory based upon age, sex, race, familiar status, religion, or sexual preference. The **PUBLICATION** shall not include 'editorials' or 'opinion pieces' provide a forum for presenting topics involving homeowner complaints, individual or otherwise, which may be addressed through appropriate channels (*e.g.*, The Mayor, City Council, Ombudsmen, etcetera). Any material having a negative connotation may: be considered inconsistent with the **PUBLICATION's** publishing policy and adversely affect readership enjoyment; diminish advertiser enthusiasm and ad revenues.
- g) **Content Authority Approval:** Only the Mayor of **The City**, or his/her designated representative(s) (*i.e.*, the City Manager, Newsletter Committee Chair, Staff Member, etcetera), shall have the final authority to approve the whole of each magazine including both homeowner submitted and city-related content prior to printing. A

legal disclaimer shall be found in each publication issue as to its content and completeness, indemnifying both **The City** and **CP**. Such disclaimer is intended to clarify and protect the advertisers, **CP**, **The City**, committee volunteers, homeowners and others who submit material to the **PUBLICATION**. **The City** can refuse content if deemed harmful to **The City** or its representatives. **The City** will develop with the assistance of **CP** if desired, additional content to fill the space as needed with the understanding that it may delay delivery of the **PUBLICATIONS** to **The City's** residents. The disclaimer will read as follows:

The paid advertisements contained within the Clinton Connection magazine are not endorsed or recommended by Connection Publishing or Ogden City. Therefore, neither party may be held liable for the business practices of these companies. The city is also not responsible for any content in the magazines except for that which they directly submit for print.

- h) Advertising Content:** **The City** acknowledges that **CP** must sell advertising space to generate its business revenue and to enable the publication to be produced for the **The City**. Accordingly, **CP** shall aggressively market advertising contracts to prospective clients in order to meet such obligations and yet discourage the **PUBLICATION** from containing an overwhelming or disproportionate degree of advertisement content which potentially could compromise readership enjoyment. Because advertisers' needs can fluctuate (e.g., ad space size, contract term commitment, etcetera), **CP** cannot guarantee that each issue will have an equal balance between advertisement and homeowner content, however, inasmuch as possible, **CP** is committed to making every effort to maintain such a reasonable balance of content. **CP** will not accept political advertising from local city, county or state political parties or candidates, as this is an official city magazine, the city may elect to include short political bio's on candidates running for election at **The City's** discretion. If such information is to be included it must fit within **The City's** designated section, unless **The City** receives prior approval from an owner of **CP** or their designee; giving **The City** additional room within the **PUBLICATION** without increasing the page count as detailed in Section (i) Paragraph 1 below. This approval must be given by **CP** to **The City**, THIRTY (30) days prior to established **PUBLICATION** deadline.
- i) Size and Scope:** The **PUBLICATION** will start at either sixteen (16) or thirty-two (32) pages and will grow, as needed for space to meet advertising demand. Due to costs and complexities of increasing the size this will be a process solely governed and decided upon by **CP**. The **PUBLICATION** will contain stories and topics, other than the city pages, including but not limited to; Students of the Month, Community Spotlight, Recipes, Community History, Feature Stories, Advertiser Spotlight, etcetera. Other human interest stories will be gathered and collected from other sources as outlined in Section (d) Paragraph 1, above. There will be roughly SIX (6) to EIGHT (8) pages of city content with some ads mixed in; this section will including the Mayors Message, City News and announcements; plus TWO (2) pages for an event calendar. **The City** will provide the information to be published through the project management software portal which **CP** will provide and **CP** will design

pages and lay out graphically, the information, according to the space set forth in this **AGREEMENT** and according to **CP's** publishing standards and styles; see Section (j) Paragraph 1 below for details. If **The City** has need to add additional pages to the publication for covering special events or **The City** simply desires more room for city news, and it does not reasonably fit within **The City's** allotted pages, **The City** can elect to pay for additional pages, or request additional pages in advance, and at **CP's** discretion. see Section (o) Paragraph 1.

- j) **Design and Layout:** All creative design and layout is to be the sole responsibility of **CP** and, though feedback and ideas are welcome from **The City**, **CP** will ultimately make design layout and page placement decisions according to industry best practices and the judgement of professional designers under the employ of **CP**. City Pages will always be featured front and foremost in the **PUBLICATION**. **The City** will upload the content they desire to be in the **PUBLICATION**, to **CP's** custom project management software in a word document or google document format. Photos or images will be submitted as separate files so that **CP's** designers can utilize them according to **CP's PUBLICATION** design standards. Pre-designing or embedding photos is not an acceptable submission format and will be requested to be resubmitted by the submitter if necessary. Training will be provided by **CP** to members of **The City's** staff to help teach how submissions are to be handled as well as the review and revision process prior to the first publication deadline.
- k) **The City's cost:** **The City** and **CP** agree to the details of ADDENDUM A, outlining **The City's** cost for the **PUBLICATION** and to have the, **PUBLICATION** serve as **The City's** official city newsletter.
- l) **Advertising Restrictions:** At no time shall **CP** solicit or accept advertising contracts which: contain offensive or otherwise inappropriate content for a family publication; discriminate based upon age, sex, race, familiar status, religion, or sexual preference; or may be in conflict, competition or serve to the detriment of the **The City** or its homeowner residents. No advertiser shall have the right to object to: any other advertisers' placement of ads; homeowner content; city-related announcements, articles, events, or official business.
- m) **Content Submission Deadline:** Any **City** or homeowner-related content material must be submitted to **CP** no later than the established deadlines detailed in ADDENDUM B. Prior to going to press with each issue, **CP** shall notify the **The City** or its designated representative(s) each publishing period when the **PUBLICATION** is ready for digital review and approval. **The City** has forty-eight (48) hours (two business days, not including weekends) to review and approve the **The City** and homeowner-related materials. Any revisions must be submitted to **CP** during this forty-eight (48) hour period according to **CP** revision processes and policies. If no revisions are submitted within this timeframe the content will be deemed acceptable 'as is' and considered ready to go to press in its entirety.

- n) **Homeowner Advertisements:** Any and all businesses belonging to homeowners (e.g., real estate agencies, financial planning, law practices, product sales, service providers, etcetera), must purchase ad space at prevailing CP rates.
- o) **Additional or "Special Edition" Publications:** From time to time **The City** may desire the production and publishing of a "special edition" magazine for special events or celebrations. CP will be able to produce and print "special editions" for a discounted price over traditional sources due to bulk pricing for printing and shared postage. The price for special editions will be determined, negotiated and detailed separately from this agreement. **The City** has no obligation to use CP for "special publications" but can elect to do so at their discretion.
- p) **Associated Website and Social Media Pages:** CP will create a news site and social media presence for two main purposes. One will be to allow community members to access the content being created and published by CP in the PUBLICATION in a digital format. The second is for commercial reasons. As technology has progressed paying advertising customers demand that their ads be placed both digitally and in print. Without these sources CP would be at a huge competitive disadvantage.
- The site will be created and maintained by CP and will contain the same articles and advertisers who are currently included in the print and digital versions of the magazine. **The City** will provide a link to said website via **The City's** official website in order to promote readership and use of the PUBLICATION. A digital copy of the magazine can also be provided to **The City** to put on their website. Our social media pages will also include video that is produced by CP. Videos will include things like event coverage, recipes being put to use, family fun activities and advertiser promotions.
- q) **Use of Logos:** The City and CP both authorize each other to use its name, logo and/or trademark without notice to or consent, in connection with certain promotional materials that either party may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video, internet website, press releases, advertising in newspaper and/or other periodicals or social media, and any other materials used to promote PUBLICATIONS or prepare PUBLICATIONS.

2. MAILING: CP will send the magazines out using the postal service "every door direct mailing" The mailing routes will be routinely monitored for additional addresses and adjustments, to the total print count, will be made so that all homes and businesses in the area can receive the publication by mail. All parties, including CP and **The City**, acknowledge the importance of having the PUBLICATION mailed to the most current address listing at all times. The City will pay the postage costs as detailed in Addendum A for each publication.

3. TERM OF AGREEMENT: The parties hereto agree that commencing on the first date of publication of PUBLICATION, the term of this AGREEMENT shall be for a period of sixty (60) months.

4. TRIAL PERIOD: The initial six (6) months of the **AGREEMENT** shall be a trial period, the purpose of which is to provide the **The City** adequate time to evaluate the effectiveness of the **PUBLICATION** and for **CP** time to solidify **PUBLICATION** advertising and other details. Either party, without cause, may terminate this **AGREEMENT** at the end of the six (6) month trial period by giving written notice of cancellation to the other party at least thirty (30) days prior to the six (6) month anniversary date of this **AGREEMENT**. If **The City** elects to terminate this **AGREEMENT** under the above terms, **CP** may continue to publish the **PUBLICATION** as a non-official city magazine. If **CP** elects to continue publication, **The City** may publish its own newsletter provided that it does not contain commercial advertising. The limit on commercial advertising will continue for twelve (12) months after the effective date of termination.

5. TERMINATION AFTER TRIAL PERIOD: If this **AGREEMENT** has not been terminated during the trial period, **The City**, may terminate the **AGREEMENT** thereafter, with cause, by giving **CP** a ninety (90) day written notice of termination specifically outlining how **The City** believes **CP** has breached this **AGREEMENT**. Upon receipt of **The City's** written notice, **CP** may cure the breach and continue this **AGREEMENT** under its original terms. If **CP** fails to cure the breach, **The City** will be released from all obligations under this **AGREEMENT** upon the effective date of termination. If **The City** elects to terminate this **AGREEMENT** under the above terms, **CP** may continue to publish the **PUBLICATION** as a non-official city magazine. If **CP** elects to continue publication, **The City** may publish its own newsletter provided that it does not contain commercial advertising. The limit on commercial advertising will continue for twelve (12) months after the effective date of termination.

CP may terminate the **AGREEMENT** after the trial period, without cause, by giving the **The City** a ninety (90) day written notice of termination provided, at which time, **CP** shall cease to publish the **PUBLICATION** after the effective date of cancellation.

6. GOVERNING LAW: Both parties hereby expressly agree that this **AGREEMENT** shall be governed by and interpreted according to the laws of the state of Utah and that jurisdiction and venue shall be in Utah regardless of where the party(ies) may operate its/their principal place of business.

7. INTEGRATION AND AMENDMENT: Both parties agree that this **AGREEMENT** contains every term that they have agreed to in relation to the above referenced transactions; any and all prior or contemporaneous understandings, representations, and/or statements (whether oral or written) related to said transactions are merged herein. No parole or extrinsic evidence may be used to contradict any of the terms of this **AGREEMENT**. In order for any changes, modifications or amendments to this **AGREEMENT** to be enforceable by either party, they must be in writing and signed by both parties.

8. CONSTRUCTION: Both parties have either 1) been represented by separate legal counsel or 2) have had the opportunity to be so represented and have chosen not to be represented by separate legal counsel of their own volition. Accordingly, no provision herein shall be construed against either party as being the draftsman of any such provision. This **AGREEMENT** shall therefore be construed simply and without regard to any presumption or other rule requiring construction against the party causing the **AGREEMENT** or provision to be typed or drafted.

9. FORCE MAJEURE: "Force Majeure" shall be defined as any unforeseeable event beyond the control of either party that renders either party unable to timely perform under this **AGREEMENT**, including but not limited to, acts of God, local or national or international security crisis, acts of terrorism, large union strikes, organized criminal activity, destruction of roads, impairment of air travel, etc. In the event of Force Majeure, neither party can declare or find the other party in breach or default of this **AGREEMENT** as a result of the other party's failure to timely perform any duty required under this **AGREEMENT** if said untimely performance was substantially caused (whether directly or indirectly) by Force Majeure. In the event that Force Majeure impedes a party from timely performing, the impeded party's performance deadline shall be extended quid pro quo, or in other words, the deadline shall be extended by a number of days equal to the effect the Force Majeure had upon said party's impeded performance.

10. CERTIFICATE OF MAILING: Any Notice to be given or served upon any party hereto in connection with this **AGREEMENT** must be in writing and shall be mailed in the manner required by Utah law. Copies of any Notices shall be made and deposited in the United States Mail to the following addresses by Certificate of Mailing:

For Connection Publishing:

For The City of :

Ryan Spelts

CEO

163 W Lomond View Dr

North Ogden, UT 84414

11. SEVERABILITY: In the event that any provision of this **AGREEMENT** shall be held invalid or unenforceable, such ruling shall not affect in any respect whatsoever the validity or enforceability of the remainder of the **AGREEMENT**.

12. INDEMNIFICATION: The **The City** agrees to indemnify and hold harmless **CP**, its officers, directors and employees against any and all claims resulting from the **PUBLICATION** content originating from the **The City** or a homeowner source. **CP** agrees to indemnify and hold harmless the **The City**, its officers, directors, volunteers and homeowners against any and all claims resulting from **CP** advertiser-provided content and from **CP** negligence, breach of contract or any other claims or liabilities against **CP**.

13. ATTORNEY FEES: In the event of any court action, the prevailing party shall be entitled to be reimbursed for all reasonable attorney fees and costs.

14. ASSIGNMENT: This **AGREEMENT** shall remain valid and binding throughout its term regardless of any changes in people or personnel associated with **CP**, the City of Ogden, Utah, its officers, members, elected officials or community volunteers in place as of the date of this **AGREEMENT**. This **AGREEMENT** is fully transferrable to any and all successors to all parties of this **AGREEMENT**.

15. SIGNATURES: This **AGREEMENT** is accepted and agreed to severally. The undersigned have read this **AGREEMENT** in its entirety and understand and agree to all terms and conditions thereof and further acknowledge that they have received an executed original of this **AGREEMENT**.

For **CP:**

The City:

By: _____
Ryan Spelts,

Connection Publishing, CEO

By: _____
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City, Mayor