



## **Marketing Consultant Contract**

### **I. Work Objectives**

Under the direction of the City of Royal Oak Downtown Development Authority (DDA) Downtown Manager, Quill Communications, the Marketing Consultant, will plan and implement a comprehensive program to market & promote downtown Royal Oak. This program will incorporate retail promotions, special events, general promotional advertising, community events and public relations per the vision and direction of the Consumer Marketing Committee.

The goal of the DDA is to increase the number of customers and foot traffic from both the immediate Royal Oak trade area and the greater Detroit metropolitan market, and to increase awareness of the DDA.

The Marketing Consultant will also strive to involve all Downtown businesses with opportunities for participation in cooperative advertising programs, promotional/special event sponsorship and public relations opportunities.

### **II. Services**

The Marketing Consultant agrees to render professional services for the DDA as necessary to accomplish those tasks contained in this document and as described in the DDA's approved Marketing & Promotions Plan within the time prescribed.

### **III. Scope of Work (FY 09/10)**

- A. Develop and implement an annual Downtown Royal Oak marketing & promotion plan/campaign.
- B. Organize all components of the annual Downtown Royal Oak Marketing and Promotion plan/campaign:
  - a. If necessary hire and manage additional personnel to accomplish the objectives as described in this document and the DDA's approved Marketing & Promotions Plan. Any additional employees will be employees of the Marketing Consultant and not the DDA and they will be paid by the Marketing Consultant.
- C. Recommend and implement appropriate marketing/advertising plans for each event or promotion
- D. Submit and produce product and materials pursuant to annual timeline.
- E. Enhance through promotion all components of all activities contained in the Marketing & Promotion Plan.
- F. Attend all monthly Consumer Marketing Committee meetings.
- G. Provide monthly written status reports to the Consumer Marketing Committee and the Downtown Manager that include:
  - a. Update on Marketing Consultant activities relevant to the DDA Marketing & Promotion Plan.
  - b. Monthly income and expense summaries
  - c. Monthly & cumulative allocations of funds designated to support and enhance specific DDA events/activities.
  - d. Event follow-up reports within one month of completion of event. These reports to include all pictures and video from events' news stories or features, a list of business participants, survey summary from business participants, guest feedback through raffle or intercept surveys and any other elements deemed necessary by the Consumer Marketing Committee.
- H. Create and issue appropriate press releases, as approved by the Consumer Marketing Committee and Downtown Manager and provide copies of all releases prior to sending to media.
- I. Identify public relations opportunities for the downtown and strategies to create and obtain positive media coverage. Including notification of area media outlets of downtown events and information relevant to the DDA.



- J. Negotiate and secure best rates for appropriate advertising opportunities for the DDA special events and DDA marketing efforts for the downtown.
- K. Secure media partnerships in print, TV, radio and Internet
- L. Secure financial sponsorships for events and promotions as determined by the Consumer Marketing Committee. Payment to secure these financial sponsorships will be determined on a per event basis and a separate contract will be developed. All sponsorship proposals must be reviewed by the Consumer Marketing Committee prior to submittal to potential sponsors. All sponsors must sign a contract with the DDA specifying the details of the sponsorship. All sponsorship monies will be paid directly to the DDA, not the Consultant, and must be received prior to the event.
- M. Provide invoices from all events/promotions no later than 2 weeks after event
- N. Before responding to inquiries, statements, comments or criticisms by the media, public officials or elected officials, the Consumer Marketing Committee Chair, Downtown Manager and/or the Executive Director must be contacted.
- O. Thank you letters for event sponsors, participators, businesses, volunteers and all other entities associated with an event or DDA promotion must come from the Consumer Marketing Committee Chair or the DDA Board Chairman. These letters should be drafted, approved, printed out and submitted to the appropriate signer no later than one week following the event.

#### **IV. Payment for Services**

The DDA agrees to pay the Marketing Consultant a “not to exceed” fee of \$3,000.00 per month to perform all services described under the Scope of Work. The fee covers marketing and promotional services as outlined in the plan, including but not limited to the hiring of other personnel, phone calls, copying, mileage, and poster design. Additional expenses such as illustration, stock photography, etc. will be submitted for approval before expenses are incurred. Payment will be issued monthly to the Marketing Consultant through June 2010. The DDA will pay the monthly fee within 30 days of receipt of a detailed monthly invoice.

#### **V. Evaluation Process**

The Marketing Consultant will receive an evaluation prior to the development of the Marketing & Promotion Plan for Fiscal Year 10/11 or during April, 2010 which ever occurs first. The evaluation will be conducted by, three (3) members of the DDA, the DDA Downtown Manager and the DDA Executive Director. The evaluation will include all aspects of the Marketing Consultant contract including a review of monthly activity and income/expense reports.

#### **VI. Time**

The Marketing Consultant agrees to complete the work under this agreement and the approved Marketing & Promotion Plan by June 30, 2010 including promotion of FY 10-11 activities requiring support prior to a formal evaluation.

#### **VII. Indemnification**

The Marketing Consultant agrees that it shall indemnify and hold harmless the DDA, Volunteers and the City of Royal Oak and their officers, employees and agents from any and all liability, loss or damage as a result of claims, actions, suits, causes of action, proceedings, cost expenses judgments, and liabilities of any kind whatsoever arising out of the Marketing Consultant’s performance of the work described herein other than the negligent or intentional acts of the DDA, the City, their volunteers, officers, employees and agents.

The Marketing Consultant will not take any action or cause a situation or result that proves detrimental to the DDA or its activities.



### **VIII. Finance**

All funds, donations, fees, and sponsorship shall be paid directly to the DDA, not the Marketing Consultant. All bills, work and charges for events or promotions shall be paid directly from the DDA to contracted business. The Marketing Consultant shall not enter into a contract or make a financial commitment on the DDA's behalf that has not been approved by the Executive Director. All invoices for events shall be received no later than 2 weeks after an event.

### **IX. Extra Work**

It is agreed by the parties that any extra work not specifically mentioned in this Agreement, but which is necessary to the complete performance of the Agreement, and which may be fairly implied as included, will be considered included and performed by the Marketing Consultant without extra charge therefore.

### **X. Term of Agreement ; Termination**

#### **a. Term**

The term of this Agreement shall commence for a period of one (1) year from July 1, 2009 and shall automatically expire at that time, unless extended or terminated earlier as provided herein.

#### **b. Termination**

During the term of this Agreement, the Agreement may be terminated only in the following manner:

- i) The Agreement shall terminate upon the dissolution of the firm
- ii) Either the DDA or Marketing Consultant may terminate the Agreement at any time and for any or no reason, upon 60 calendar days written notice to the other party.
- iii) The DDA may terminate the Agreement, at any time and without prior notice, upon Marketing Consultant's breach of this Agreement, Marketing Consultant's failure to perform obligations pursuant to this Agreement, or any other conduct detrimental to the interests of the DDA.

IN WITNESS WHEREOF the parties have caused this contract to be executed and signed on this date \_\_\_\_/\_\_\_\_/\_\_\_\_.

### **CITY OF ROYAL OAK DOWNTOWN DEVELOPMENT AUTHORITY**

**BY:** \_\_\_\_\_

Timothy E. Thwing  
Executive Director

\_\_\_\_\_

Wendy Christie  
Partner  
Quill Communications