

Letter of Agreement for Public Relations and Marketing Services

This letter describes terms under which Lenda Brewer (Consultant) will provide Public Relations and Marketing services to _____ (Client), and serves as the contract between the two parties.

Purpose

The purpose of this agreement is to provide (client) with professional expertise in marketing, public relations, advertising and mass media communications opportunities through news and media.

Services

Consultant will provide to Client public relations and marketing counsel and services as an independent contractor and not as an employee or agent of the Client.

Services may include:

- Administrative related
- Advertising
- Basic Design
- Consultations
- Digital Advertising
- Event Production
- Marketing
- On Call Location Sales Assistant
- Public Relations writing/communications
- Social Media correspondence/Maintenance
- Tutoring
- Website evaluations

Meeting and Counsel

Consultant will be available and will make reasonable efforts to attend all Client business functions related to the purpose of this agreement and to be available in person, by telephone and email during normal agreed upon hours. Consultant will provide advice and counsel as required. Counsel may include recommendations to responsible Client staff and representatives as to channels and methods of communication.

Meetings are scheduled at least 3-7 days in advance. Additional appearances to specific events will be determined on a case by case basis depending on fulfilled work assignment for the paid week arranged.

Writing

Consultant will write press releases and other communications for public distribution, as directed. Planning, research, strategic goal setting, branding maintenance, draft and 3 revisions are included.

Concept or Campaign creation

Discussion of concept, event or project will be discussed within one to two meetings for specific details and proofing for approval prior to media submission. Additional changes that are significantly different than the original agreed upon concept or campaign may be at an extra service fee based on any additional time involved to recreate towards a deadline submission.

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Any work that may require additional weekly hours above the set agreed time, may be charged up to a 15% interest fee per additional hour.

Distribution

Media distribution lists, whether by mail or electronic means, and research required to establish and maintain effective distribution.

Media Contact

Consultant to establish and maintain effective contact with media representatives.

Ordinary Expenses

Typical and ordinary expenses, such as local travel and normal office expenses, are included. Business communication (emails, text, calls) in excess of 2 hours per week on top of agreed upon weekly hours, may be charged a per hour fee.

Non Ordinary Expenses

Additional charges may be requested if materials used exceed more than \$10 per project. This may include supplies need for specific media kits for mass distribution.

Services Not Covered

Payment to vendors, third party businesses, subcontractors and outside services necessary to but tangential to discharge of this agreement between Consultant and Client are not covered by this agreement. Separate independent media sources bills and invoices will be directly addressed to client and they are responsible to pay those bills in full. This may include television commercial spots, Facebook Ads, Digital ads, or large amounts of print.

No promises of fulfillment of performed tasks will be given on behalf of another party without their expressed consent. Example, members of the team may not express a promise that another staff member may perform a task or job without consulting the one doing the task first.

Additional features of other parties in any press releases or media correspondence must be expressly discussed prior to creation. This is due to additional space on the pages, consideration of correspondence communications, time performed either equally or wholly to one party or the other, and fair representation of payscale.

No final booking confirmations will be made without the consent of assigned booking managers. Interviews may be taken in to consideration on a case by case basis. Any booking rates will be held confidentially.

No specific sales arrangement will be expected. Variables of attendance or communication amounts for bookings, interviews, and performance events can happen. The main services requested are advertising marketing efforts.

Fees and Billing

Client will be retained for public relations consulting services, as above, with the listed fee agreement:

(Check all that apply)

_____ A monthly payment of _____

_____ or weekly payment of _____

_____ 50% of monthly payment will be met at least 7-10 days prior or during the first 7-10 days of the assigned month, with the remaining due upon month completion within 15 full days. Full final payment will be made within 15 days (full days including business days) after the job assignment is complete for a month's time.

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After the first 60 days, a pay scale review evaluation will be done. The above billing agreement is for the first 2 months of service, after which, a review evaluation will be done to analyze amount of services performed and future expectations of services that may range starting at \$30 an hour. A new contract will be developed reflecting any new agreements.

Schedule

Not to exceed 15 hours a week during the first 2 months.

Preferable days of service duties are on:

Saturday and/or Sunday afternoon or evening,

Tuesday and/or Thursday evening

Hours are at t approximately 5 hours a day with the option for the remaining 5 hours to be available for any at event services or additional public relations services.

PAYMENTS

Invoicing will be delivered

(check one)

_____ Weekly on Sundays or

_____ Monthly on the 28th day of the month.

Full payment per invoice is due within 14 days of receiving the invoice.

Late payment or ISF policy

Payment can be made by check or Paypal. If any payment has not cleared within the normal 5-7 day bank transfer process, a 10% interest will be charged for the first week of delay and 20% interest for each week after any payment is late.

Invoice

Invoices submitted to client will show dates, hours and itemization of services performed. Dates will be clearly noted. Invoices will be sent electronically with a time date stamp of when it was sent. Invoices will either be designed by Lenda Brewer in a PDF file or through the PayPal system.

Terms

This agreement is effective as of _____ for a term of 2 months. This agreement may be terminated without cause by either party upon a 30-day written notice. If this agreement is terminated prior to the end of that period, Client agrees to pay all obligations of projects that was previously scheduled for the entire month. For example, if Client terminates the contract anytime within a month's agreement, the full month will still be owed. If Consultant terminates the contract anytime within a month's agreement, they will fulfill the entire month's project.

The agreement will be governed by the laws of the State of Louisiana and the federal laws of Unites States of America. Both parties agree to amicably determine a resolution within the 30 day termination period. If an agreement is not met, both parties agree to seek solutions through the arbitration process first before seeking court legal counsel.

If an agreement can not be made through the arbitration process, both parties can continue to seek legal counsel. Any litigation between the two parties related to this agreement shall be exclusively determined by the county or state courts with jurisdiction in Orleans or Jefferson Parish, Louisiana, and Client irrevocably consents to the jurisdiction of such courts. The prevailing party in any

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such litigation shall be entitled to an award of reasonable attorneys' fees and costs. This agreement supersedes any agreements, either oral or written, between the parties hereto, and contains all the covenants and agreements between the parties hereto. Any modification of this agreement will be effective only if it is in writing by the parties to be charged. This agreement is executed in New Orleans, LA on the day and year mentioned above.

Confidentiality

Both parties agree not to disseminate or use for its own purpose, either during or after the termination of the contract, any confidential information imparted by Client. Lenda Brewer agrees to use reasonable controls to restrict dissemination of such information. Lenda Brewer understands that all information Client provides shall be considered sensitive and confidential unless expressly declared otherwise.

Property

Any design, writing samples, forms will become mutual properties of both parties during the agreement. If the business relationship has severed, client may only use the designs and property created by Lenda Brewer, until within the final 30 days of partnership or a final additional fee of \$500 can be received as bought usage outright of materials. Otherwise, they will cease using specific written styles, formats, or design explicitly created by Lenda Brewer.

All property belonging to Client, such as email accounts, corporate financial accounts, official press passes or specific identification representing Client will be return with full authorization and access within 30 days after any separation of business partnership. Instructions will be provided on how to deliver the materials. Any of these materials may be changed in an effort to control security measures, which may include passwords, pin numbers, design of press passes and the like.

Any amendment changes will be previously discussed before applying in writing, within a week prior to the change.

Both parties will act in good faith of confidentiality and sensitivity toward any exchange of materials plus information. Professional behavior and respect will be exhibited.

Exclusivity and Confidentiality

During the time of partnership, both parties will solely require services between each other. Representing or requesting another entity that performs similar skills would be considered a conflict of interest. All propriety dealings will be held confidentially, including post business relationships out of exercising an extension of act of good faith.

This agreement is mutually accepted between both parties:

Electronic Signature is accepted with receipt through email, pdf version.

Lenda Brewer

Date: _____

Client

Date: _____