

AGREEMENT TO PROVIDE SERVICE

This Agreement to Provide SERVICE (i.e. Integrated, Marketing, Web, etc) Services ("Agreement") is entered into as of the date last executed below ("Effective Date") by and between THE ABBI AGENCY, a Nevada corporation (collectively, "Consultant") and CLIENT ("Client") for the purpose of providing SERVICE services under the following terms and conditions:

1. TERM; TERMINATION; EFFECT OF TERMINATION:

- a. The initial term of this Agreement shall be for MONTHS (#) months, commencing on DATE and continuing through DATE (the "Initial Term"). Thereafter, a Scope of Work may be reviewed and amended on an annual basis.
- b. Either party may terminate this Agreement at any time, for any reason or no reason, by providing not less than thirty (30) days prior written notice to the other party.
- c. Upon termination, all obligations of the parties shall cease, and Consultant shall provide or return to Client any and all client materials either provided by client or created for client hereunder.

2. OBLIGATIONS OF THE PARTIES:

- a. Obligations of Consultant. Consultant shall perform the services described in the Scope of Work ("SOW") which is made a part of this Agreement (the "Services") as Addendum A.
 - i. Consultant shall at all times cooperate reasonably with Client, including but not limited to the timely provision to Client of all necessary information and reports as outlined in SOW.
 - ii. Contract for Services Only. This is a contract only for services to be performed by Consultant in a workmanlike manner according to industry standards. No guarantee is made of any placement, outcome or other result of any nature.
 - iii. Services Include:
- b. Obligations of Client.
 - i. Client shall at all times cooperate reasonably with Consultant, including but not limited to the timely provision to Consultant of all information necessary for Consultant to perform Consultant's duties hereunder. Consultant is under no obligation to perform services for which Client has not provided such information.

ii. In consideration of the performance of the services described in subparagraph 2.a.ii., Client shall pay Consultant a NET thirty (30) day monthly fee for work as agreed upon in SOW with costs detailed in Addendum B (Budget).

iii. Consultant shall provide Client with monthly invoices, which invoices will be payable within thirty days after Client's receipt.

iv. Consultant shall provide Client with monthly invoices on the First Day of each month or the first Monday, whichever comes first.

v. Additional services beyond the Services shall be discussed and agreed in writing before the Consultant begins billing for such work and thereafter be billed at the then current hourly rates or agreed fixed price, and will be memorialized in a separate or revised SOW.

vi. Client shall pay Consultant for all necessary expenses incurred in performing the services detailed in the SOW, provided such expenses, including meals and incidentals, have been pre-approved by Client. For expenses such as travel and lodging that Client has ability to obtain preferable rates, Consultant agrees to allow Client to arrange such expenses and pay providers directly. The Client's billing rate covers all general administrative expenses but does not include travel expenses other than travel that may be required to perform services in the Reno market. All consultant expenses must be approved with written verification from Client.

vii. Consultant shall bill all hard costs incurred back to the client with a twenty percent (20%) mark up for out of pocket expense management. Consultant shall not add a 20% mark up for services rendered. Documentation sufficient to satisfy IRS expense deductibility requirements.

viii. If an invoice is not paid within thirty (30) days of receipt, a carrying charge of 1% per month, compounded monthly, shall be added to Client's outstanding balance.

ix. In the event a monthly payment or invoice is not timely paid, after ten days' written notice to Client, Consultant may suspend all work on any or all projects until full payment is made. Client holds Consultant harmless from all liability that may arise as a result of suspension of work due to non-payment.

x. Consultant and Client intend this Agreement to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Materials") to be a work made for hire. Consultant acknowledges and agrees that the Materials (and all rights therein, including, without limitation, copyright and patent) belong to and shall be the sole and exclusive property of Client.

xi. If for any reason the Materials would not be considered a work made for hire under applicable law, Consultant does hereby sell, assign, and transfer to Client, its successors and assigns, the entire right, title and interest in and to the copyright and patent in the Materials and any registrations and applications relating thereto and any renewals and extensions thereof, and in and to all Materials based upon, derived from, or incorporating the Materials, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights and patents, and in and to all rights corresponding to the foregoing throughout the world.

xii. Consultant agrees to execute all papers and to perform such other proper acts as Client may deem necessary to secure for Client or its designee the rights herein assigned

xiii. Consultant agrees not to publish or use or cause to be used in any way any Materials, recording or media done on behalf of Client without the prior written approval of an authorized representative of Client.

3. Indemnification

a. Client shall defend, indemnify and hold Consultant, its officers, directors, managers, and employees harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Consultant by any third party, which arise out of or in connection with (i) Client's breach of this Agreement; (ii) information or materials supplied to Consultant by Client to the extent it asserts a claim for infringement of trademark, copyright or other intellectual property; or (iii) any issue arising from Client's products or services.

b. Consultant shall indemnify, defend and hold Client, its officers, directors, and employees harmless for all Loss resulting from claims made against Client by any third party arising out of or in connection with (i) material prepared or provided by Consultant on Client's behalf to the extent it asserts a claim for infringement of trademark, copyright, or other intellectual property; (ii) Consultant's failure to follow Client's express written instructions; or (iii) Consultant's breach of this Agreement.

c. Upon the assertion of any claim or the commencement of any suit or proceeding against either party ("Indemnitee") that may give rise to liability of the other party ("Indemnitor") hereunder, the Indemnitee shall notify the Indemnitor of the existence of such claim and shall give the Indemnitor reasonable opportunity to defend and/or settle

the claim at its own expense and with counsel of its own selection. The Indemnitee shall at all times have the right fully to participate in such defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business. The Indemnitee shall make reasonably available to the Indemnitor all applicable books and records relating to the claim, and the Indemnitee agrees to cooperate reasonably with Indemnitor, at Indemnitor's sole cost and expense.

4. GENERAL PROVISIONS:

a. Representations and Warranties. Each of the parties to this Agreement makes the following representations and warranties to the other party:

- i. The persons who have executed this Agreement on behalf of the representing party have been authorized to do so by that party.
- ii. All documents to be delivered under this Agreement by the representing party will be executed by an authorized person.
- iii. The representing party is under no disability to enter into this Agreement and to perform all covenants contained in this Agreement.
- iv. None of the warranties, representations, or statements made by the representing party in this Agreement contains any untrue statements of material fact or omits a material fact necessary in order to make the statements not misleading.

b. Binding Effect. Except as specifically provided otherwise by this Agreement, this Agreement is binding upon and shall inure to the benefit of each of the parties and their respective heirs, personal representatives, successors, including without limitation, any corporation, foundation, partnership, or individual(s) which may acquire all or substantially all of any party's assets or with or into which any party may be consolidated, merged or reorganized.

c. Assignment. Neither party may assign or transfer any of its rights under this Agreement without the prior written consent of the other party, given or withheld in such party's sole discretion. Any such attempted assignment or transfer is void; provided, however, that either party may assign or transfer this agreement to an entity acquiring all or substantially all of its assets or equity, or as part of any business combination such as a merger or share exchange.

d. Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or of any other provision.

e. Cumulative Remedies. All remedies, rights, undertakings, covenants, guarantees and agreements contained in this Agreement, or otherwise provided by law and not specifically waived herein, are cumulative and may be exercised singly or concurrently, and the exercise of anyone or more of them will not be a waiver of any other.

f. Integration/Entire Agreement. This Agreement constitutes the entire integrated agreement among the parties hereto and supersedes and takes the place of any prior written or oral agreement(s) and all understanding(s), discussion(s) and negotiation(s), or instrument(s) purporting to be an agreement of the parties relating to the transactions contemplated herein.

g. Survival of Covenant. Any and all covenants and agreements that this Agreement does not require to be fully performed prior to the date of Termination shall survive the date of Termination and shall be fully enforceable thereafter. Without limiting the foregoing, each party's indemnification obligations shall survive termination of this Agreement.

h. Amendment/Waiver. The terms of this Agreement may not be modified, amended, waived, discharged, or terminated except by a written instrument signed by the party against whom enforcement of the modification, amendment, waiver, discharge, or termination is sought.

i. Invalidity of Provisions. Nothing in this Agreement or the documents contemplated hereby, shall be construed to require the commission of any act contrary to any valid law, and wherever there may be any conflict between any provision of this Agreement, or any application thereof, and any material present or future statute, ordinance, regulation, or other rule of law contrary to the provisions hereof, the valid law shall prevail. In any such event any provision of this Agreement, or any application thereof, so affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of such statute, ordinance, regulation or other rule of law. The provisions of this Agreement are severable and the illegality or invalidity of a provision of this Agreement will not affect any other part of this Agreement.

j. Third Party Rights. This Agreement is solely for the benefit of the specifically undersigned parties. Nothing in this Agreement, express or implied, is intended to confer, nor confers, on any person, other than the parties to this Agreement, any right, remedy or benefit.

k. Construction. The headings, captions and paragraph or section numbers at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and in no way define, limit or describe the scope or intent of this Agreement and shall not be used in construing this Agreement. All references to days

shall be to calendar days, unless specifically provided otherwise. Whenever the context requires, the singular form shall include plural and vice-versa, and the neuter pronoun shall include the masculine and feminine, and vice versa. Unless otherwise indicated, all references to Sections are to the Sections of this Agreement.

l. No Party Deemed Drafter. The parties hereto agree that all provisions of this Agreement have been negotiated and no party or agent thereof shall be deemed to be the drafter of this Agreement. In the event that this Agreement is ever construed in arbitration or in a court of law, such arbitration or court shall not construe this Agreement, or any provision, term or phrase herein, against any party or agent thereof as drafter.

m. Further Assurances. Whenever requested to do so by the other party, each party guarantees, warrants and covenants to take whatever actions, in a timely fashion as such other party may reasonably request, including but not limited to executing, acknowledging, and delivering all further conveyances, assignments, confirmations, satisfactions, releases, powers of attorney, instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to complete all conveyances, transfers, sales and assignments under this Agreement, and to do all other acts and to execute, acknowledge, and deliver all documents as requested in order to carry out the intent and purpose of this Agreement, but in all such instances only if such document or action is reasonably necessary to carry out the terms of this Agreement.

n. Governing Law, Venue. This Agreement, and each other document executed pursuant to this Agreement, is made and shall be interpreted under and governed by the laws of the State of Nevada, including without limitation, its procedural rules, applicable to agreements entered into and entirely performed within the State of Nevada, without reference to conflicts of law or the principles thereof. The parties agree that all actions and proceedings relating directly or indirectly hereto shall be brought in the State of Nevada in the Second Judicial District Court or the Federal District Court for the State of Nevada if such court has jurisdiction and the parties each expressly consent to the jurisdiction of any such court and to the venue therein as well as to the convenience of the forum. IN ANY DISPUTE OR CONTROVERSY ARISING OUT OF THIS AGREEMENT, THE PARTIES WAIVE TRIAL BY JURY.

o. Legal Counsel. In executing this Agreement, each of the undersigned parties warrants and represents that it has been fully advised and represented by legal counsel of its own selection, or has had ample opportunity to consult legal counsel and has voluntarily declined to do so; and is fully familiar with all of the circumstances surrounding the subject matter of this Agreement and with all of the terms of this Agreement, and in executing this Agreement, it does so relying wholly on its own judgment or the advice of counsel of its own independent selection, whether or not such

counsel is a signatory below, or both, and that it has not been influenced in any manner whatsoever regarding the matters set forth in this Agreement, by any person, individual or entity, or any agent thereof.

p. Attorneys' Fees and Other Costs. Each party hereto agrees that, in the event of any dispute or controversy between or among any party hereto arising out of or relating to this Agreement, or in the event a party defaults under this Agreement, then the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred by the prevailing party in connection with the enforcement of its rights hereunder, whether by legal action or proceeding or otherwise, and without regard to whether suit is instituted. Such attorneys' fees and costs shall not be limited to any court fee schedule, but shall rather be awarded on the basis of all fees and costs reasonably incurred in good faith.

q. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which for all purposes shall be deemed an original and all of which taken together shall constitute but one instrument.

r. NOTICES: Except as specifically provided otherwise herein, any notice, document, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been delivered and given for all purposes on the earliest to occur of:

- i. the business day delivered, if delivered personally to the party to whom the same is directed;
- ii. the business day indicated upon the return receipt, or the date of refusal by the addressee to accept, if sent by United States registered or certified prepaid 'mail, return receipt requested;
- iii. the business day received according to the tracking records of a nationally recognized overnight courier; or
- iv. if sent by facsimile or electronic mail, the business day shown on a transmission report generated by a facsimile machine reflecting the accurate transmission or the business day the email was sent , if a copy of the notice is also sent by a method referred to in items i. through iv. above.
- v.

As used herein, a business day means Monday through Friday prior to 5:00 p.m., excluding holidays in which banks in the State of Nevada are required or allowed to be closed. If received after 5:00 p.m., the notice will be deemed delivered on the following business day. All notices must be addressed to the party to whom the same is directed at the respective address set forth below:

"Consultant"
The Abbi Agency
Attn: Patrick Ty Whitaker
1385 Haskell Street
Reno, NV 89509
Email: ty@theabbiagency.com

"Client"
CLIENT
Attn: POC NAME
STREET ADDRESS
CITY AND STATE
Email:

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement as set forth herein:

"CONSULTANT"

"CLIENT"

The Abbi Agency
1385 Haskell Street
Reno, Nevada 89509

CLIENT
STREET ADDRESS
CITY AND STATE

By: _____

By: _____

Patrick Ty Whitaker, COO

SIGNER NAME, JOB TITLE

Date: _____

Date: _____

Addendum A - Scope of Work

Copy and paste the body of the scope of work that was created for the client into this section. Do not include headers, footers or budget.

Addendum A will not be completed if a scope of work has not been finalized and OPTION 2 LANGUAGE is used in section 2A.

Addendum B - Budget

Copy and past the budget section from the SOW that was created for the client to this section. Do not include the billing section as that is detailed in the above contract.

Addendum B will not be completed if a scope of work and budget have not been finalized and OPTION 2 LANGUAGE is used in section 2.a and 2.b.ii.



Storey County

REVISED BUDGET FOR PR PROPOSAL

REVISED BUDGET

At your request, The Abbi Agency has refined the proposed budget to provide Communications and Public Relations Services for Storey County pursuant to the RFP issued in January 2023. Below please find summaries of budgets for \$200,000 or \$150,000 annually and associated deliverables.

Scenario 1: \$200,000 annual budget

Below is a revised budget for ~\$200,000 annually. Compared to our initial proposal, this removes PR media training, crisis communications planning, paid media planning, multimedia (photo/video) production & internal communications and email marketing support.

Line Item	One-time or Monthly Cost?	Monthly Cost	Annual or Project Cost
Research and Discovery <ul style="list-style-type: none">Review of existing communications assets and research to inform all project work.	One-Time	n/a	\$2,860
Strategic Planning <ul style="list-style-type: none">Create annual PR plan based on Research & Discovery and client goals	One-Time	n/a	\$10,400
Brand Management <ul style="list-style-type: none">Ongoing project oversight, budget management and quality assurance	Monthly	\$1,690	\$20,280
Public Relations Retainer <ul style="list-style-type: none">Public Relations targeting local, region, national and trade publicationsStakeholder engagement	Monthly	\$6,240	\$68,640
Creative Development/Production <ul style="list-style-type: none">Creation of marketing collateral, promotional items, as-needed	Upon Consumption	n/a	\$22,160
Logo/Tagline Concepting <ul style="list-style-type: none">Create three to five (3-5) options for logo/tagline to supplement County Seal	One-Time	n/a	\$10,400
Logo/Tagline Development <ul style="list-style-type: none">Final development of logo/tagline brand standards	One-Time	n/a	\$5,200
Social Media Management Retainer <ul style="list-style-type: none">Social media planning, post drafting, posting four to five (4-5) posts per week and community (comments) managementAd hoc posting (real time updates to developing situations): up to ten (10) times per month	Monthly	\$3,770	\$41,470

Digital Maintenance and SEO <ul style="list-style-type: none"> Website updates, reorganization and search engine optimization Integration of logo/tagline once finalized 	Monthly	\$1,690	\$18,590
Technology Fee <ul style="list-style-type: none"> Media monitoring software, reporting software and project management platform. 	Monthly	\$200	\$2,400
12-Month Total			\$200,000

Scenario 2: ~\$150,000 annual budget

Below is a revised budget for ~\$150,000 annually. Compared to our initial budget proposal and including the items removed in the \$200,000.00 budget, this further removes search engine optimization of the website, reduces the volume of support in public relations and social media management, decreases the number of creative concepts developed for the logo/tagline, and limits the amount of collateral development.

Line Item	One-time or Monthly Cost?	Monthly Cost	Annual or Project Cost
Research and Discovery <ul style="list-style-type: none"> Review of existing communications assets and research to inform all project work. 	One-Time	n/a	\$2,860
Strategic Planning <ul style="list-style-type: none"> Create annual PR plan based on Research & Discovery and client goals 	One-Time	n/a	\$10,400
Brand Management <ul style="list-style-type: none"> Ongoing project oversight, budget management and quality assurance 	Monthly	\$1,690	\$20,280
Public Relations Retainer <ul style="list-style-type: none"> Public Relations targeting local, region, national and trade publications Stakeholder engagement 	Monthly	\$5,200	\$57,200.00
Creative Development/Production <ul style="list-style-type: none"> Creation of marketing collateral, promotional items, as-needed 	On Consumption	n/a	\$10,400
Logo/Tagline Concepting <ul style="list-style-type: none"> Create two (2) options for logo/tagline to supplement County Seal 	One-Time	n/a	\$7,800
Logo/Tagline Development	One-Time	n/a	\$3,900



Storey County

REVISED BUDGET FOR PR PROPOSAL

<ul style="list-style-type: none"> Final development of logo/tagline brand standards 			
Social Media Management Retainer <ul style="list-style-type: none"> Social media planning, post drafting, posting two to three (2-3) times per week and community (comments) management Ad hoc posting (real time updates to developing situations): up to three (3) times per month 	Monthly	\$2,600	\$28,600
Digital Maintenance <ul style="list-style-type: none"> Ongoing website updates and reorganization Integration of logo/tagline once finalized 	Monthly	\$1,300	\$14,300
Technology Fee <ul style="list-style-type: none"> Media monitoring software, reporting software and project management platform. 	Monthly	\$200	\$2,400
12-Month Total			\$158,140.00