



Agency-Client Agreement

This letter, when signed by both parties, will constitute the agreement between us with regard to our representation as your public relations agency. "We," "us," and "our," refer to Idea Emporium and "you" and "your" refer to San Rafael City Schools.

1. We agree to serve as your public relations agency in connection with the implementation of a public relations program on your behalf. As your agency, we will provide you with counsel and strategic direction on the public relations and communications aspects of your organization. In addition, we will perform other related public relations and marketing activities.
2. For our services and outlays on your behalf, the basis of our compensation shall be as follows:
 - For public relations counseling, writing, and assigned projects and services, we require: \$3000 per month for staff time charges. Charges for services of staff members will be made at standard hourly rates as required to carry out the programs and activities approved by you. Staff time charges incurred in any month will be applied against the minimum fee. Any staff time charges incurred above the minimum will be billed at existing standard rates, and we will seek preapproval before working more than 30 hours a month.
 - Hourly charges are: Principal/Senior Strategist \$100/hour; PR Specialist \$75/hour.
- a. We will provide written cost estimates for specific projects before proceeding to execute major ideas plans, programs or campaigns or any items listed in (b) below. We agree that no charges greater than 15% above approved project estimates will be incurred without your approval.
- b. On all artwork and mechanical items purchased by us for you on your authorization, including printing, design, layout, photography, artwork, and specialty items, you agree to pay us our cost plus a standard commission of 17.65%.
- c. You will reimburse us at cost for such outlays made by us on your behalf such as travel, mileage, telephone, copies, fax transmissions, messengers, copies, freight, postage, taxes, and similar expenditures.
- d. At our option, we may require advance payment by you for large out-of-pocket expenditures. You agree to pay same promptly upon request from us.
3. Following in-person or telephone conferences between your representative and ours in which decisions are made concerning actions or work to be performed, we will submit a conference report summarizing decisions made. Unless you object in writing or via email to the conference report within (3) three business days, that report will be considered an accurate summary of the conference.
4. The terms of this agreement shall commence on February 1, 2015 and will continue unless and until terminated by either party on not less than thirty (30) days prior written notice to the other. The rights, duties, and responsibilities of the parties hereto shall continue in full force until the expiration of the term.
5. Upon the expiration of this agreement, no rights or liabilities shall arise out of this relationship, except that any non-cancelable contract made on your authorization and still existing at the expiration of the term shall be carried to completion by us and paid for by you in accordance with the provisions herein, unless otherwise mutually agreed in writing.
6. The following billing and due dates shall be in effect unless otherwise specified and agreed upon between us:

- a. The monthly fee will be due and payable within 30 days from date of receipt of invoice.
 - b. Travel costs, messenger, postage, and other similar expenditures (see item 2c above) will be invoiced as incurred.
 - c. All invoices are payable within 30 days of receipt of invoice. Payment for production invoices is due 10 days from receipt of invoice. On invoices for which payment is not received within 30 days, you agree to pay us simple interest computed at the prime rate +1.5% per annum on the amount outstanding after 30 days of the invoice date until such payment is received.
 - d. In the event that you question the validity of a charge by us, payment for only that portion under question maybe delayed without penalty, provided you express your objection in writing within fifteen (15) days of the date of the invoice.
7. It is acknowledged that we cannot undertake to verify facts, information or materials supplied to us by you or factual matters included in material prepared by us and approved by you. Accordingly, you agree to indemnify and hold us harmless from and against any and all losses, claims, damages, obligations, expenses (including reasonable attorneys' fees and disbursements) or liabilities which we may incur (i) as a result of any materials, releases, reports or information supplied by us and approved by you prior to its dissemination; (ii) resulting from disputes between us and third parties related to and or within the scope of this agreement; and (iii) arising out of the nature or use of your products or services. This provision shall survive the expiration or earlier termination of this agreement. You agree that under no circumstances shall we be liable to you and/or any third parties for special, consequential, incidental or punitive damages arising from claims regarding our services under the terms of this Agreement.

We covenant and agree that we:

1. Shall keep confidential any and all information concerning your business and operation that becomes known to us by reason of the performance of our services as your public relations counsel and that you advise us in writing that you consider to be confidential in nature.
2. Shall not disclose any such confidential information to any person outside our employ unless to do so is required in connection with the full performance of our services, and, in such event, we agree to utilize our best efforts to obtain from any such suppliers a similar agreement to maintain such information as confidential.
3. Shall obtain from our strategic partners, who in the performance of services on your behalf may become privy to any such confidential information, a similar covenant and agreement to keep confidential all such information.
4. Shall follow the Code of Professional Standards for the practice of ethical public relations as adopted by the Public Relations Society of America.

If this meets with your approval, kindly indicate your consent by signing where indicated below and returning a copy. We look forward to working with you!

Warm regards,
Idea Emporium

By _____
Jill Wagner, Principal

March 13, 2015

Accepted and Approved:

By _____
Michael Watenpugh, Ed.D.

Date