

EKR—2021 Weber County Fair Marketing Agreement

March 02, 2021

ATTENTION

Ashton Wilson
Manager of Events

SUBMISSION CONTACT

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CONTACT INFORMATION

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EKR—2021 WEBER COUNTY FAIR MARKETING

Agreement #210302-2

This agreement for Marketing Services for the 2021 Weber County Fair (“Agreement”), effective as of the date of mutual agreement and signing by both parties, is entered into by and between Xponential Inc, dba EKR, a Utah Corporation having a business address at 290 N University Avenue, Provo, UT 84601 (hereafter “Vendor”) and Golden Spike Event Center, having a business address at 1000 1200 W St, Ogden, UT 84404 (hereafter “Client”). Client and EKR may be referred to herein as “Parties” and individual as a “Party.”

Recitals

- A. Client is seeking an agency partner for the provision of marketing services for the 2021 Weber County Fair, which is scheduled to occur August 11th-14th, 2021.
- B. Vendor is a marketing agency in the business of providing marketing services to third parties as an independent contractor.
- C. Client desires Vendor to fulfill the work detailed herein based on Vendor’s proposal #201013-2, submitted in response to Solicitation #20-267 issued by Weber County Purchasing.

Therefore, for good and valuable consideration, recited herein, the Parties agree as follows:

Agreement

1) Engagement of EKR

- a. Client hereby engages Vendor as an independent contractor to supply Marketing and Advertising services (“Deliverables”) in accordance with the specifications and requirements (“Specifications”) specified in Exhibit A, attached hereto and incorporated herein, and abiding by the terms and conditions (“Terms”) detailed in this Agreement.
- b. Vendor shall use commercially reasonable efforts to provide Deliverables in accordance with the Specifications established herein in a timely manner
- c. All work performed for Client by Vendor shall be considered “work for hire.”

2) Compensation; Expenses

- a. As the entire consideration for Vendor’s provision of the Deliverables, Client shall pay Vendor according to the terms and pricing (“Compensation”) established in Exhibit B, attached hereto and incorporated herein. Client shall pay only expenses that have been specifically authorized in writing by Client.
- b. Vendor will provide Client with invoices in accordance with the schedule established in Exhibit B.
- c. Client shall reimburse the Vendor for all reasonable expenses arising from this assignment, including the payment of any sales taxes due to this assignment. Expenses greater than \$250 must be approved by Client in writing. This includes client-requested travel.
- d. Reimbursable items (e.g. stock imagery, website plugins, etc) will be pre-approved by Client and will be due within 30 days upon receipt of invoice.

3) Default in Payment

- a. Each party shall assume responsibility for their own legal fees necessitated by default in payment.

4) Changes

- a. Client shall be responsible for making additional payments for changes requested by Client in original assignment

and agreed to in writing by Client and Vendor. However, no additional payment shall be made for changes required to conform to the original assignment description. Client shall offer Vendor the first opportunity to make any changes.

5) Cancellation

- a. Either party may terminate this Agreement by providing not less than sixty (60) days written notice to the other party. In the event of cancellation of this Agreement, ownership of all copyrights and the original artwork shall be transferred to Client for any work completed up to the date of cancellation. Client shall pay for all work and expenses based on the contract price and expenses already incurred up to the date of cancellation.

6) Renewal

- a. Unless terminated earlier as provided herein, this Agreement shall be for a period of 1 year beginning on the date all Parties have executed the Agreement and continuing through December 31, 2021. This agreement will automatically renew for up to 2 additional consecutive terms of one year each, for a total term not exceeding 3 years, unless, 30 days before the renewal, a Party, in writing, indicates their desire to not renew this Agreement.

7) Severability

- a. The terms and provisions of this Agreement are severable, and should any term or provision hereof be declared or determined by any court or other governmental body or organization to be void, voidable or unenforceable under any applicable law, such void, voidable or unenforceable term or provision shall not affect or invalidate any other term or provision of this Agreement, which shall continue to govern the relative rights and duties of the parties as though the void, voidable or unenforceable term or provision were not a part of this Agreement. In addition, it is the intention and agreement of the parties that all terms and conditions hereof be enforced to the fullest extent permitted by the law.

8) Ownership

- a. To the extent that Vendor has received payment of compensation as provided in this Agreement, all selected final materials, artwork and/or digital deliverables produced by Vendor, its employees, agents or assistants specifically for Client will be owned by Client.

9) Portfolio Rights

- a. Vendor retains the nonexclusive, perpetual and worldwide right to display, reproduce and distribute the designs in Vendor's portfolio and website, and third-party trade publications or exhibits, solely for the purpose of promoting or exemplifying Vendor's work, and the right to be credited with copyright ownership and authorship of the designs in connection with such use.

10) Modifications

- a. Modification of the Agreement must be written, except that the invoice may include, and the Client shall pay, fees or expenses that were authorized in writing in order to progress with the work.

11) Confidential Information

- a. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Vendor.

12) Warranty of Originality

- a. Vendor warrants and represents that, to the best of his/her knowledge, the work assigned hereunder is original and has not been previously published, or that consent to use has been obtained on an unlimited basis; that all work or portions thereof obtained through the undersigned from third parties is original or, if previously published, that consent to use has been obtained on an unlimited basis; Vendor has full authority to make this agreement; and that the work prepared by the Vendor does not contain any scandalous, libelous, or unlawful matter. This warranty does

not extend to any uses other than as stated in the Project Scope (“Intended Use”).

- b. This warranty does not extend to any changes that the Client or others may make to the Vendor’s product that may infringe on the rights of others. Client expressly agrees that it will hold Vendor harmless for all liability caused by Client’s use of Vendor’s product beyond either the Intended Use or due to changes to Vendor’s product, to the extent such use infringes on the rights of others.
- c. Vendor expressly agrees that it will hold Client, its officers and employees, harmless from any of Vendor’s products or services.

13) Force Majeure

- a. “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, epidemic or pandemic, 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.

14) Dispute Resolution

- a. Any disputes arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed-upon arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator’s award shall be final, and judgment may be entered in any court having jurisdiction thereof. The non-prevailing party in any dispute shall pay all arbitration and court costs, reasonable attorney’s fees, and legal interest on any award of judgment in favor of the prevailing party.

15) Analytics

- a. Client agrees that Vendor can install Google Analytics tracking to monitor the success of the product or service (if projects are web related). Client also agrees that Vendor may access this account subject to and once Vendor has signed Client’s NDA. Client reserves the right at any point to revoke this right and Vendor agrees it will comply.

16) Mutual Indemnification

- a. The Parties shall indemnify, and hold the other Party, its subsidiaries or affiliates, and it’s or their shareholders, directors, officers, employees or agents (collectively, the “Indemnified Parties”) harmless for any claim made or suit or proceeding brought against a Party (including, but not limited to, claims that the one of the Parties infringed intellectual property rights of another), including payment of any and all losses, judgments, awards, and costs (including reasonable legal fees and expenses), arising out of or related to any claim based upon the other Party’s wrongful acts or omissions in connection with these terms and conditions and statement of work.

17) Non-Solicitation

- a. During the term of this Agreement, and for a period of two years after the termination thereof, or for a period of two years from the last date Vendor does any work for Client, whichever is later, Client (including its officers, owners, managers, subsidiaries, parents and affiliates) will not, either directly or indirectly:
 - i. Interfere with the business relationship between Vendor and any of its employees or contract laborers, or prospective business relationships with prospective employees or prospective contract laborers;
 - ii. Solicit the employment of any prospective, current or former employee of Vendor or induce or recruit any prospective, current or former employee of Vendor;

- iii. Solicit the services of any prospective, current or former contract laborer of Vendor or induce or recruit any contract laborer of Vendor;
- iv. Hire any prospective, current or former employee of Vendor; or
- v. Hire any prospective, current or former contract laborer of Vendor.

18) Assignment

- a. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party to this Agreement.

19) Third Party Beneficiary

- a. Nothing in this Agreement, express or implied, is intended to benefit any person or entity other than the Parties to this Agreement and no representation or warranty is intended for the benefit of, or to be relied upon by, any person or entity which is not a party to this Agreement.

20) Insurance

- a. Vendor shall obtain and maintain, at Vendor's own expense during the term of this Agreement, insurance as set forth below. The insurance shall be obtained from insurance carriers authorized to do business in the State of Utah. Certificates of insurance issued by the insuring carrier(s) shall be furnished to Client and shall provide thereon that 10 days' prior written notice of cancellation or significant amendment of the insurance to which the certificate relates shall be given to the Client. If any of the required coverage is provided on a claims-made basis, then Vendor shall maintain the policy for no less than 4 years after the termination of this Agreement.
- b. Vendor shall maintain Commercial General Liability insurance with contractual liability coverage to cover Vendor's obligations under the Indemnification section of this Agreement, with minimum combined single limits of \$1,000,000 for each occurrence and \$2,500,000 for aggregate.
- c. Vendor shall maintain Professional Liability insurance in an amount of not less than \$1,000,000.

DATED this _____ day of March 2021.

Board of County Commissioners
of Weber County

By _____
James H. Harvey, Chair

Commissioner Froerer voted _____
 Commissioner Harvey voted _____
 Commissioner Jenkins voted _____

ATTEST:

 Ricky Hatch, CPA
 Weber County Clerk/Auditor

#210302-2

Xponential Inc, dba EKR

By _____

Title _____

Exhibit A: Statement of Work

THEME CONCEPTING & MESSAGE DEVELOPMENT

CAMPAIGN THEME WORKSHOP

Before diving into this project, we will hold a campaign theme workshop with your team to glean as much information as possible about your objectives from an internal perspective. Insights from the workshop will guide the development of the campaign and inform all subsequent deliverables.

CAMPAIGN THEME CONCEPTING

Using findings from the workshop, our team will develop an engaging and memorable campaign concept. This central concept will guide and influence each subsequent deliverable.

CAMPAIGN THEME MESSAGING

A key component of this project will be the development of core messages and messaging platforms that tie into the campaign's theme and engage your target audience. In the messaging process, we'll develop core messages and messaging platforms, cementing the tone and personality for the campaign's written voice.

Included in the messaging will be engaging, emotionally charged headlines with subcopy ready to implement on all campaign marketing collateral. These messages will be engaging and memorable statements, geared to your target audiences, that will promulgate core ideals of the campaign via the selected media channels and other marketing efforts.

DELIVERABLES

- Unique Campaign Concept
- Core Messages
- Wordsmithed Messaging Examples
- Ready-to-Implement Headlines & Subhead Text
- Messaging Platforms

VISUAL IDENTITY DEVELOPMENT

MOOD BOARDS

After establishing a campaign theme for the Fair, our team will begin the Visual Identity process, starting with mood boards. Mood boards include a collection of design elements that provide initial images, concepts, colors and styles proposed for the general "look and feel" of the visual identity. Round 1 will include 3 mood boards delivered to the client in digital format for feedback. We'll gather feedback on the mood boards before moving into the actual logo design.

CONCEPT SKETCHES / ROUGH LOGOS

Drawing on the approved mood boards, EKR designers will create logo sketches, which are typically hand-drawn versions of the logo,

to establish general logo style. EKR will select 3 of the best sketches and create logo mockups for each concept.

LOGO DESIGN ROUNDS

EKR's designers will create 3 logo concept designs based on the selected sketch designs. Designers will collaborate with the client to refine the logo until it matches client preferences through 3 revision rounds.

PRIMARY LOGO & SECONDARY VARIATIONS

Working with the client for feedback and approval, EKR will create the final "Primary Logo." This version of the logo will stand as the main visual identifier for the campaign. Following establishment and approval of the Primary Logo, EKR's designers will create applicable logo variations to accommodate future marketing needs. The logo variations often include vertical version, horizontal version, icon mark with text and without, black on white, white on black and so forth.

Each logo is exported to appropriate file formats (typically including EPS, JPEG and PNG formats). The logo family is then delivered to the client for use.

STYLE GUIDE

EKR will create a Style Guide to ensure that the brand is consistently implemented across all marketing materials. A Style Guide includes basic style guidelines along with many expanded brand design elements and could include guidelines for the following:

- Primary Logo Usage
- Logo Usage Restrictions
- Secondary Logo Family Usage
- Typography Standards
- Color Palette Standards (CMYK, RGB, HEX)
- Photography Usage (Do's & Don'ts)
- Graphic Elements (Icons, Shapes, etc.)
- Patterns & Textures

WEBSITE DESIGN & DEVELOPMENT

PHASE 1: SITE MAP, WIREFRAMES & CONTENT FRAMEWORK

Before beginning the design process, we will refine and solidify the site map outlined in this document. The site map will define the unique pages and menu navigation for the website.

The wireframing process allows us to work out potential kinks before any page design occurs. Through an iterative, collaborative process, we will craft wireframes for each page specified in the site map, successfully mapping out design requirements, content areas and a seamless user experience for each page. The finalized wireframes will be used in the following phase to guide the user interface design of the website.

Our team of design and content strategy experts will also create a content framework document that outlines content areas and word count requirements for each unique page specified in the site map. The content framework document will ensure we establish a clearly defined project scope before moving into design. Please note that our team will work to develop an iterative launch schedule to get a

web presence established as soon as we are able.

Deliverables

- Site map that defines 5 unique pages and menu navigation for the website
- Creation of 5 unique page wireframes.
- Content framework document for 5 unique pages of the website

Site Map—Rounds & Revisions

- ROUND 1 — REFINE SITE MAP ACCORDING TO CLIENT FEEDBACK: Utilizing the unique pages outlined below, we will refine the site map according to your team's requests. Any adjustments to the scope may change the budget provided herein.

Wireframes: 5 Unique Page Wireframes—Rounds & Revisions

- ROUND 1 — CREATE PAGE LAYOUT WIREFRAMES: Utilizing the site map our team created, we will create initial page layout wireframes. We will deliver wireframes to your team for feedback.
- ROUND 2 — REVISE & DELIVER FINAL WIREFRAMES: Implement suggested changes from Round 1 and deliver finalized page layout wireframes.

Content Framework Document For 5 Unique Pages

In conjunction with the wireframes, our content team will create a content framework document that outlines content areas and word count requirements for each unique page layout of the website. One of our content strategists will train your team on how to input copy into the content framework document. Your team will be responsible for writing and inputting all copy into the content framework document based on the content areas and word count requirements we establish, ensuring we have final copy before moving into website design.

PHASE 2: USER INTERFACE DESIGN

After wireframes are finalized, we will receive all final website copy from your team and begin custom designing the website. We pride ourselves in creating custom websites uniquely tailored to fit each client's specific needs. Working hand in hand with your key decision makers, our creative team will craft a website experience that engages your target audience and provides a seamless user experience.

Our design experts will refine the design concepts for each page layout through our collaborative design process, ensuring we meet your vision and expectations for the website. Mobile responsive design concepts for each page will be created based on the desktop page designs.

Deliverables

- Mood boards to establish website visual style
- A total of 5 unique pages, both desktop and mobile responsive versions, will be designed and created in this phase.
- Copywriting or copyediting is included in this proposal as an optional service. Any copywriting services will be billed hourly at our standard rate of \$135 per hour.

Mood Boards—Rounds & Revisions

- ROUND 1: We will present 2–3 mood board options to establish initial direction for website style and color schemes. Our designers will request feedback from your team and take your feedback into consideration during design of the website.

Batch 1 Of Page Designs: Home Page Design—Rounds & Revisions

- ROUND 1 — DESIGN 2–3 INITIAL HOME PAGE CONCEPTS: Our team will create and present 2–3 initial Home Page design concepts based on the approved wireframes. Your team will select 1 Home Page concept to move forward with.
- ROUND 2 — REFINE HOME PAGE CONCEPT: We will integrate your feedback from Round 1. We will refine the Home Page design concept and present the revised Home Page in order to get additional feedback from your team.
- ROUND 3 — FINAL HOME PAGE REVISIONS & PRESENTATION: Our designers will implement your feedback from Round 2 and present the Home Page for final approval. The mobile version of the Home Page will also be delivered in Round 3 to show what the mobile version of the website will look like.

Batch 2 Of Page Designs: 4 Additional Page Designs—Rounds & Revisions

- ROUND 1 — DESIGN INITIAL PAGE LAYOUTS: We will create 1 page design for each initial page layout based on the wireframes. We will present all page layout designs in order to get feedback from your team.
- ROUND 2 — REFINE PAGE DESIGNS: We will integrate your feedback from Round 1. We will refine the page design concepts and present the revised pages in order to get additional feedback from your team.
- ROUND 3 — FINAL REVISIONS & PRESENTATION OF FINAL PAGE LAYOUTS: Our designers will implement your feedback from Round 2 and present final page layouts. Upon approval, we will package website pages in PSD files and deliver them to our development team.

Batch 3 Of Page Designs: 4 Mobile Responsive Page Designs

- EKR’s development team will create the mobile responsive page designs in collaboration with the EKR design team. EKR designers will audit and revise the mobile responsive pages after our development team creates them.

5 Unique Page Layouts Included in Website Design

Below we have identified the unique page layouts included in the new website. Any unique pages beyond the initial page layouts will be an additional cost.

- Home Page
- Schedule Page
- Info Overview Page
- Info Detail Page
- Premium Book Page (Digital Version of The Designed Premium Book)

PHASE 3: DEVELOPMENT & QA TESTING

After approving all page designs with your team, our development experts will perform the HTML and CSS development to implement each of the unique pages, establishing a seamless desktop and mobile user experience. Implementing additional pages may incur additional costs. All website content will be provided by the client.

Before going live with the site, we will vet all features, functionality and stuffed content through our meticulous quality assurance process, ensuring users can easily navigate their way throughout the website. We will fix any bugs found in the quality assurance process and prepare the site to be pushed live.

Deliverables

- CUSTOM DEVELOPMENT OF 5 UNIQUE PAGES IN WORDPRESS CMS: Custom website development of 5 unique page layouts in WordPress content management system (CMS). The WordPress CMS has an easy-to-use website back-end that allows for easy management of pages and content.
- IMPLEMENTING CONTENT FOR UP TO 10 WEBSITE PAGES: Flowing in content for a maximum of 10 pages based on the unique page layouts.
- THIRD-PARTY PLUGINS: EKR will not implement any third-party plugins or integrations.

Development & Implementation Of 5 Unique Page Layouts (Includes Mobile Responsive Pages)

This budget includes the development and implementation of 5 unique page designs. If the total pages to be implemented exceeds 5 unique pages, EKR reserves the right to submit a change order to create the additional pages. Below we have identified the unique page layouts included in development of the new website.

- Home Page
- Schedule Page
- Info Overview Page
- Info Detail Page
- Premium Book Page (Digital Version of the Designed Premium Book)

Development Process

- STAGE 1 — DEVELOP HOME PAGE AND GLOBAL NAVIGATION: Our development team will implement the Home Page layout and the header and footer, which will be included globally across the website. Prior to starting, the content management system will be installed and configured. The base theme will be created. Since final design was approved prior to development, changes to design after development has begun will be considered a scope change and may incur additional cost. However, adjustments can be made to fix layout issues that arise as final content is added. Upon completion of the Home Page, it will be presented for feedback.
- STAGE 2 — DEVELOP 4 ADDITIONAL UNIQUE PAGE DESIGNS: For the remaining pages, our development team will implement 2–3 page layouts per week and present the completed pages for approval. We will gather feedback and implement minor functionality changes and bug fixes. Weekly delivery of pages will continue until the development of all pages has been completed.
- STAGE 3 — FLOWING IN CONTENT FOR UP TO 10 WEBSITE PAGES: Website copy will be “stuffed” as it is provided. The testing stage (Stage 4) will not begin until all final copy has been added. Our development team will flow in content for up to 10 initial website pages based on the unique page layouts. Any other required page content will be integrated by your team following a website training.
- STAGE 4 — QA, TESTING & BUG FIXES BEFORE LAUNCH: After the initial website pages are developed and finalized, we will put the site through our thorough quality assurance process. Our QA team will vet the unique pages for bugs using our comprehensive QA checklist. We will log any reported bugs and have our development team fix them. Our development team lead will sign off after all logged bugs are fixed and will approve the site before launch.

Template Duplication & Content Stuffing For 5 Additional Pages

Once our team has developed the unique pages, we will duplicate template pages as detailed below. Please note that this proposal, as currently scoped, considers these pages to be largely similar in terms of design. Significant variance from the established design for

individual pages may require a change order.

- 5 Information pages based on the Info Overview unique page layout

PHASE 4: WEBSITE LAUNCH & TRAINING

We will train your team on the ins and outs of editing content on the site prior to website launch using the modular framework we created. We will also optimize the website for SEO prior to launch. Following the launch of the website, our development team will be responsible for bug fixes within the scope of work outlined above for a term of 30 days after website launch. Any bug fixes requested after the 30-day bug fix period will be bid out separately.

Pre-Launch Seo Optimization & Audit

- Set up and implement Google Analytics and other reporting metrics.
- Install Yoast SEO plugin to manage title tags, meta tags, alt tags, XML site map and other key SEO optimization tools.
- Create meta tags and title tags for up to 10 key pages.
- Set up Google Webmaster Tools and submit up top pages to make sure Google is indexing pages correctly.
- Insert image alt tags for up to 25 website images.
- Test website to ensure robots.txt is running correctly.
- Install TinyPNG, which compresses website images and causes pages to load faster.
- Ensure Google Analytics is tracking website properly and submit sitemap to Google and Bing via webmaster tools.
- Implement 301 redirects for any updated URLs or missing pages.

Website Launch Deliverables

- 1-hour website training meeting to instruct your team how to use the WordPress CMS website back-end.
- Launch the website.
- Fix bugs for a term of 30 days after website launch within this scope of work. Any new feature and functionality requests that fall outside the scope of work detailed herein will be an additional cost and require a change order.

WEBSITE GENERAL FEATURES

The list of features and services has been analyzed for inclusion in this project. A mark in the “Y” column signifies that “Yes” the service will be required for execution on the project. A mark in the “N” column means “No” the service is not necessary or included in this project scope.

| Y | N | FEATURES & SERVICES | DETAILS |
|---|---|---------------------------|---|
| ✓ | | Total Website Pages | A maximum of 5 unique website pages will be designed and developed in the website build. EKR will flow content into a maximum of 10 pages based on the unique page layouts. |
| ✓ | | Content Management System | WordPress |

| | | | |
|---|---|-------------------------------------|---|
| ✓ | | Blog Page | EKR will design and implement standard email contact form(s) using Contact Form 7 or Gravity Forms. |
| | ✓ | Social Media Integration (API) | Integration of Facebook and Instagram social media feeds into the website, displaying recent posts from each social media platform. Links to social media platforms will also be displayed. |
| | ✓ | Third-party Plugins | This budget doesn't include implementation or setup of third-party plugins or integrations. |
| ✓ | | Analytics Integration | The client will provide the code for this feature. Standard Google analytics will be implemented throughout the site. However, no customization of Google Analytics is included. |
| ✓ | | Pre-launch SEO Audit & Optimization | Our digital marketing team will perform a pre-launch SEO audit and optimize your website prior to launch, setting your website up to succeed in search engine results. |
| | ✓ | Gamification Integration | Creation and integration of game-type elements (badges, points, awards) to encourage a competitive landscape and user engagement on your website. |
| | ✓ | Localization | Website content will adapt to fit different languages through a language switcher or other localization plugin option. |
| ✓ | | Responsive Development | Standard mobile responsive behavior will be designed and programmed. Responsive websites will adjust to fit mobile screens. |
| ✓ | | Micro-animations | The EKR design team will include micro-animations across the website to produce visual responses to user interactions. |
| | ✓ | Complex Animations | Development of complex, custom illustrations and animations are not included in this scope of work. |
| | ✓ | Subdomain Design and Development | Any subdomain pages (e.g., site.example.com) are not included in this statement of work. |

WEBSITE CREATIVE SERVICES & DETAILS

The list of features and services has been analyzed for inclusion in this project. A mark in the "Y" column signifies that "Yes" the service will be required for execution on the project. A mark in the "N" column means "No" the service is not necessary or included in this project scope.

| Y | N | FEATURES & SERVICES | DETAILS |
|---|---|---|---|
| ✓ | | Content Framework | One of EKR's content strategists will guide the client through the content framework process, providing the content areas for the unique pages of the website. The client will ultimately be responsible for writing all website content. |
| ✓ | | Page Template Wireframes | Each unique page of the website will be wireframed by EKR's design team. |
| ✓ | | Visual Design | EKR will provide look and feel, colors, typography options and stock photography suggestions for content areas on the unique pages. |
| | ✓ | Typography Design | Custom design or adjustment of a font design. |
| | ✓ | Icon Design | Custom design for website icons. For any icons needed for the website, EKR will utilize stock iconography. |
| | ✓ | Custom Photography | Custom photography is available upon request. |
| ✓ | | Stock/Existing Photography | EKR's design team will utilize existing client photography and/or stock photography (if necessary) from EKR's stock photography library (Adobe Stock). |
| | ✓ | Illustration | Custom designing graphics or illustrations for use throughout the site. |
| | ✓ | Infographic | Creation of a visually driven chart or diagram that represents information or data through custom design. |
| | ✓ | Copywriting/copyediting for Website Pages | Writing and/or editing all copy for website pages, including headlines, sub headlines, body copy and other textual content. If requested, copywriting will be billed at \$135 per hour. |
| | ✓ | Translation Services | Translating website content into languages other than English. |
| ✓ | | QA Proofing | One of our QA specialists will review all website pages to ensure content has been input correctly as provided by the client on each of the initial website pages. Any content, integrations or pages beyond the initial pages or pages implemented by the client will not be part of EKR's quality assurance proofing process. |
| | ✓ | Font Licensing | Acquiring creative licenses for any fonts not already owned or licensed |

| | | | |
|--|---|---------------------------|--|
| | | | by EKR. Font will not be known until after identity is complete and website design begins. |
| | ✓ | Third-party License Costs | Paying for and obtaining third-party website licenses, subscriptions, plugins, etc. that EKR does not currently own or have access to. |

WEBSITE TECHNOLOGY SERVICES & DETAILS

The list of features and services has been analyzed for inclusion in this project. A mark in the “Y” column signifies that “Yes” the service will be required for execution on the project. A mark in the “N” column means “No” the service is not necessary or included in this project scope.

| Y | N | FEATURES & SERVICES | DETAILS |
|---|---|---------------------------------|---|
| ✓ | | Server-Side Development | PHP |
| ✓ | | Client-Side Development | HTML5, CSS, JavaScript |
| ✓ | | Server-Side Framework(s) | WordPress |
| ✓ | | Client-Side Framework(s) | Jquery, Twitter Bootstrap |
| ✓ | | Browser Compatibility | Chrome, Safari, Firefox, IE 11+ |
| ✓ | | OS Compatibility | OSX+, Windows 7+, IOS, Android |
| | ✓ | E-commerce | -- |
| | ✓ | SSL Certificate (Https Website) | Purchase and implementation of SSL certificate (2-year certificate) |
| | ✓ | DNS Management | Client will manage DNS |

DESIGN, PRODUCTION AND SUPPLEMENTAL STRATEGY DELIVERABLES

Once a campaign concept has been created, our creative team will go to work versioning out various advertising executions as well as any necessary collateral, as detailed below. Whatever the execution, the team follows the same meticulous process of researching, conceptualizing, revising, creating, and deploying creative work.

| TASK | DESCRIPTION |
|--------------|---|
| Premium Book | EKR will design a premium book based on the provided example and content provided by your team. |

| | |
|----------------------------------|---|
| Misc. Event Swag | Our team will create designs for event swag, such as shirts, pens and other assets as determined by your needs. |
| Event Assets | Event assets include things like fair bucks, credentials, parking passes, fairground maps, daily programs, sponsor boards, evaluation forms, exit surveys, etc. |
| 30-second Radio Ad Scriptwriting | Utilizing key messages and theme of the fair, EKR will write the script for a 30-second radio ad. |

Billing Approach

Though we will bill these amounts in full, EKR will track hours worked to create these deliverables at \$120/hr. Any hours/budget left unused by these deliverables will be credited to your account and used to execute media purchasing, ad management, etc.

SUPPLEMENTAL STRATEGY: SOCIAL MEDIA

Social media advertising serves two purposes. We’ll create campaign funnels with Facebook and Instagram to nurture people through the whole journey of planning their trip to the fair. We’ll start by serving engaging, content-focused ads to a wide persona-based audience. People who engage with those ads will get served stronger CTA ads to get them to RSVP, buy tickets or whatever direct call to action makes the most sense for that group.

| TASK | DESCRIPTION |
|--------------------------------|---|
| Schedule Creation & Management | Our team will create a comprehensive social media posting schedule for July and August 2021. If applicable, our team will automate posting with a social media management tool such as Percolate. |
| Copywriting & Content Creation | Based on the social media schedule, our team will create content and write copy for social media posts. |
| Post Design | The EKR design team will implement the created content into posts on the designated social media channels. |

DIGITAL & TRADITIONAL ADVERTISING RECOMMENDATIONS

Based on the 2021 budget provided by your team, EKR recommends allocating the following budget figures to the media channels outlined below. Please note that as the project progresses and the campaign take shape, we may alter these recommendations to maximize the reach of your spend.

All figures below include a 20% markup on digital spend (social, PPC, display ads) and 15% commission on traditional media buy (KSL. com, digital rotator and AM/FM radio).

| PLATFORM | RECOMMENDED SPEND | RECOMMENDED SPEND |
|-----------------|--------------------------|--------------------------|
|-----------------|--------------------------|--------------------------|

| | JULY 2021 | AUGUST 2021 |
|-----------------------------------|----------------|-----------------|
| DIGITAL | | |
| Paid Social (Facebook/Instagram) | \$4,000 | \$5,000 |
| PPC | \$2,000 | \$2,000 |
| Snapchat (ads + filter) | | \$2,500 |
| Display Ads | \$1,500 | \$1,500 |
| ONLINE NEWS | | |
| KSL.com | | \$3,500 |
| OUTDOOR | | |
| Digital Rotator | | \$6,000 |
| RADIO | | |
| AM/FM | | \$5,500 |
| MONTHLY TOTALS | \$7,500 | \$26,000 |
| TOTAL RECOMMENDED AD SPEND | | \$33,500 |

EXHIBIT B: BUDGET & COMPENSATION**CREATIVE BUDGET**

The deliverables and associated costs for creative assets are summarized below.

| TASK | BUDGET |
|--|---------------|
| FOUNDATIONAL ASSETS DELIVERABLES | |
| Theme Concepting & Messaging Development | \$7,800 |
| Identity Design | \$5,000 |
| Style Guide | \$1,800 |
| WEBSITE DESIGN & DEVELOPMENT DELIVERABLES | |
| Phase 1: Site Map, Wireframes & Content Framework | \$1,275 |
| Phase 2: User Interface Design | \$6,250 |
| Phase 3: Website Development | \$3,125 |
| Phase 4: Website Launch & Training | \$1,420 |
| DESIGN & PRODUCTION DELIVERABLES | |
| Premium Book Design | \$1,140 |
| Misc. Event Swag (Pens, shirts, etc.) | \$1,200 |
| Event Assets | \$2,700 |
| 30-second Radio Ad Scriptwriting | \$1,140 |
| SOCIAL MEDIA DELIVERABLES | |
| Schedule Creation & Management | \$2,500 |
| Post Design | \$1,250 |
| Copywriting & Content Creation | \$1,750 |

TOTAL COST: CREATIVE**\$38,350****INVOICING TERMS: CREATIVE**

Invoices will be sent at the following milestones and are due Net 15 from receipt.

| MILESTONE | DESCRIPTION | BUDGET |
|--------------------|--|-------------|
| Project Kickoff | 50% of creative cost due upon project signing. | \$19,175.00 |
| Fair Season | 25% of creative cost due July 1, 2021. | \$9,587.50 |
| Project Completion | 25% of creative cost due September 1, 2021. | \$9,587.50 |

RECOMMENDED MEDIA SPEND BUDGET

Recommended spend for 2021 has been summarized below. As mentioned above, estimates include a 20% markup on digital spend at 15% commission on traditional spend. Tactics and recommendations are subject to change as we create the campaign.

| PLATFORM | RECOMMENDED SPEND JULY 2021 | RECOMMENDED SPEND AUGUST 2021 |
|----------------------------------|--------------------------------|----------------------------------|
| DIGITAL | | |
| Paid Social (Facebook/Instagram) | \$4,000 | \$5,000 |
| PPC | \$2,000 | \$2,000 |
| Snapchat (ads + filter) | | \$2,500 |
| Display Ads | \$1,500 | \$1,500 |
| ONLINE NEWS | | |
| KSL.com | | \$3,500 |
| OUTDOOR | | |
| Digital Rotator | | \$6,000 |
| RADIO | | |

| | | |
|-----------------------------------|---------|-----------------|
| AM/FM | | \$5,500 |
| MONTHLY TOTALS | \$7,500 | \$26,000 |
| TOTAL RECOMMENDED AD SPEND | | \$33,500 |

INVOICING TERMS: MEDIA SPEND

Vendor will invoice Client for agency fees at the end of each calendar month. Invoices are due Net 30. We recommend using a Client credit card to pay media channels directly.

Statement of Work Acceptance

| | |
|---------|----------------------------------|
| SOW | #210302-2 |
| PROJECT | 2021 Weber County Fair Marketing |
| CLIENT | Weber County Fair |
| VENDOR | EKR |
| ISSUED | March 2, 2021 |
| VALID | 60 days from issued date |

The Products and Services provided pursuant to this Agreement shall be governed by the terms and conditions of this document and any incorporated exhibits between Vendor, and Client, and its subsidiaries, parents, and affiliated entities (collectively referred to as "Client"). Work will be scheduled for commencement upon execution of this SOW. Milestones, deliverables and timeframes will be mutually agreed upon by Vendor and Client and communicated utilizing Vendor's Project Management System.

CLIENT



Signature

Ashton Wilson

Printed Name

Manager of Events

Title

3/11/21

Date

EKR



Signature

Jared Price

Printed Name

Director of Business Development

Title

3/11/21

Date

