

ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is made and entered into this 8 day of August, 2013, by and between The City of Tacoma, d.b.a. Click! Network (hereinafter "Click!"), and The City of Fife, a municipality (hereinafter "The City of Fife" or "Company").

Whereas, The City of Fife desires to have Click! provide certain advertising, marketing and/or promotional services in connection with The City of Fife and the 2013 Fife Harvest Festival and in exchange is prepared to provide certain advertising, marketing and/or promotional services to Click!,

NOW, WHEREFORE, in consideration of the respective promises and mutual benefits set forth herein, the Parties agree as follows:

SECTION ONE SERVICES TO BE PROVIDED BY CLICK!

Click! agrees to provide The City of Fife the following advertising, marketing and/or promotional services for the duration of this Agreement:

GENERAL PROMOTION: Click! will market The City of Fife and the 2013 Fife Harvest Festival through the following methods:

1. A total of 150 cross channel spots, to air on up to 80 channels on Click! Cable TV, during the term of this agreement.
2. Daily slide(s) on "Click! 1" (approximately 500 times per day) from September to October 2013, to promote the 2013 Fife Harvest Festival.
3. The City of Fife and 2013 Fife Harvest Festival name listed on Clickcabletv.com with link to Company website.
4. The City of Fife 2013 Fife Harvest Festival listing with link to Company website in Click! E-newsletter one time during the term of this agreement.

SECTION TWO SERVICES TO BE PROVIDED BY THE CITY OF FIFE

A. General Promotion: The City of Fife agrees to provide Click! the following advertising, marketing and/or promotional services for the duration of this Agreement:

1. Category exclusivity for the 2013 Fife Harvest Festival.
2. One premium 10 X 20 booth space to distribute product/educate participants at the 2013 Fife Harvest Festival.
3. Click! logo and a link to sponsor's website posted on the official 2013 Fife Harvest Festival website.
4. Click! sponsor recognition in all televised public service announcements for the 2013 Fife Harvest Festival.
5. Click! recognition during the Mayoral Address on the day of 2013 Fife Harvest Festival.
6. Click! name/logo on all pre-event 2013 Fife Harvest Festival mailings.
7. Click! name/logo on the 2013 Fife Harvest Festival promotional posters.
8. Click! name/logo in on-site 2013 Fife Harvest Festival program brochures.
9. Opportunity to provide (2) 3X6 event banners to be prominently placed at the 2013 Fife Harvest Festival by City of Fife.
10. Click! name/logo on the 2013 Fife Harvest Festival 5K Shirt.
11. Opportunity to host (1) education seminar on sponsor's product/service at the 2013 Fife Harvest Festival.
12. Opportunity to produce and provide (1) collateral marketing piece for inclusion in each participant goodie bag for the 2013 Fife Harvest Festival.

SECTION THREE TERM OF AGREEMENT

The term of this Agreement and the services required hereunder shall commence upon mutual acceptance by the parties and end on November 30, 2013. Either party may terminate this Agreement with at least thirty (30) days' prior written notice in the event of a material breach by the other party provided written notice of such breach is provided specifying the nature of the breach and such breach is not fully cured within such 30 day period. In the event either party fails to fully perform the services required of it hereunder, the other party shall be entitled to receive a credit for future advertising, marketing and/or promotional services equal to the value of the services not performed; Provided, that in the event a dispute arises regarding the value and/or performance of such credit, the aggrieved party shall be entitled to monetary compensation equal to the fair market value of such un-performed services.

SECTION FOUR IN-KIND EXCHANGE OF SERVICES FOR VALUE

The services Click! will receive pursuant to Section Two herein are based on and equivalent to the "Sponsorship Level" offered by the City of Fife. Services The City of Fife will receive pursuant to Section One herein have a market value equivalent to the cost of such "Sponsorship

Level.” Because the parties mutually represent and agree that the respective services they will provide to the other hereunder are substantially equivalent in value, no monetary consideration will be exchanged under this Agreement.

**SECTION FIVE
DELAYS OR LOSSES**

Neither party to this Agreement shall be liable to the other for any delays in the performance of this Agreement or for any consequential loss arising there from caused by labor strikes, fires, acts of nature or other reasons beyond the reasonable control of the obligated party.

**SECTION SIX
NOTICES**

All notices required or permitted to be given pursuant to this Agreement shall be given in writing to the parties’ respective representatives using the following contact information:

CLICK! Cable TV Valerie Lorfeld	The City of Fife Kurt Reuter, PRCS Director
3628 South 35 th St.	5411 23 rd Street East
253-502-8128	253-896-8641
253-502-8493	253-896-8655
vlorfeld@click-network.com	kreuther@cityoffife.org

**SECTION SEVEN
MISCELLANEOUS PROVISIONS**

- A. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- B. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- C. Entire Agreement. This written Agreement contains the entire understanding and agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- D. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- E. Governing Law and Venue: The validity, interpretation, performance and enforcement of this Agreement shall be governed by the law of the State of Washington. The respective obligations of the parties under this Agreement are subject to all applicable federal, state and local laws, rules and regulations. Venue for any litigation or arbitration hereunder shall be in Pierce County, Washington.
- F. Authority to enter into this Contract. The undersigned representatives of the Parties, by their signature below, represent and warrant that he/she is duly authorized to execute this legally binding Agreement on behalf of the named Parties.

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IN WITNESS WHEREOF, the Parties have accepted and executed this Agreement on the date following their respective signatures below.

**City of Tacoma, Department of Public
Utilities, Light Division
d/b/a Click! Network**



Carrie Harding, Click! Network,
Sales and Marketing Manager

Date: 9/3/13

Approved:



Finance

Approved as to form:



Deputy City Attorney

City of Fife



Kurt Reuter, PRCS Director, City of Fife

Date: 8/8/13

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