



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: June 11, 2024

- Consent Agenda Item
- New Item for Discussion
- Previously Discussed Item
- Miscellaneous

ITEM #: 8

INITIATED BY: Lexie Rock

- Information Attached
- Bring Paperwork from Previous Meeting
- Verbal
- No Paperwork at Time of Packets

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as “Agreement”), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as “City”) and **Genfound LLC d/b/a Onya** (hereinafter referred to as “Contractor”), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

- 1.1 The “Agreement”, as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.
- 1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.
- 1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.
- 1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City’s representatives having drafted all or any portion of this Agreement.
- 1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

- 2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

- 3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2024, (“Termination Date”) unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

- 4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A**.

Compensation shall not exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

- 4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

- 5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.
- 5.2 Subcontracting.
Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.
- 5.3 Necessary Documentation. N/A
- 5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.
- 5.5 Ownership.
- 5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.
- 5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	\$2,000,000 General Aggregate
	\$2,000,000 Products & Completed Ops.
	\$1,000,000 Bodily Injury / Prop. Damage
	\$1,000,000 Personal / Advertising Injury
	\$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	\$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

- 5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them (“Indemnitees”) from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor’s indemnification under this Section shall survive both final payment and the termination of this Agreement.
- 5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Genfound, LLC
Attn: Kristine Owens
715 Palmer Drive
Noblesville, IN 46062

To City:
City of Noblesville
Attn: Robert Herrington
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

- 5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.
- 5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

- 5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.
- 5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.
- 5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.
- 5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.
- 5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.
- 5.22 Debarment and Suspension
- 5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.
- 5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
- 5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program (“Program”). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractor's enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

_____ (**Contractor**)

By: _____

Date: _____

Printed: _____

Title: _____

City of Noblesville

By: _____

Date: _____

Printed: _____

Title: _____

EXHIBIT A



Proposal for the City of Noblesville

Advertising services agreement by
Ashley Monk

Prepared for
Lexie Rock

Introduction

Hi Lexie,

We enjoyed learning more about the City of Noblesville, and about how we may be able to help you.

The attached marketing proposal outlines the services we'll be providing the City of Noblesville.

Here is what's included in the proposal:

- Your company's goals and objectives;
- The details of your advertising campaign;
- How we plan to implement and monitor your campaign;
- The total investment and payment timeline.

Additionally, you'll find a service agreement below on details to begin working together.

Please let us know if you have any questions about the proposal. We are here to help!

Best Regards,

Ashley Monk
Onya

Overview and Goals

The goals of this advertising campaign are to market the City of Noblesville. Here is an overview of our objectives:

- Create a social media strategy in order to engage residents across social media channels
- Create monthly content calendars that engage the community and inspire those within the city
- Partner with Noblesville to create content that is relevant to what is happening amongst residents while also increasing engagement
- Ease the capacity of the communications team to provide monthly content

We've outlined the following methods for how we plan to help you meet your social media goals.

Statement of Work: Input Here

Social Media Strategy (SetUp) | \$3500

- 60 Minute Kick Off Call & Goal Setting
- Review Current Channels for Performance
- Create a content strategy including Messaging, Content themes, and type of content
- Set-up and Planning
- Content Calendar and Launch plan
- Content Samples & 6 Posts for FB, IG, and X
- Content Scheduled
- 2 rounds of revisions

Deliverables:

- Content Strategy
- Content Samples
- Content Calendar

Social Media Package (Monthly) | \$2500 per month

- Monthly Content Calendar
- Plan, Create, and Schedule 12 Posts FB, IG, X (3x per week: 2 reels, 1 static / carousel) including copy, design, and editing video assets for reels
- Weekly Reporting and Analytics
- Consult on Content Strategy and Emerging platforms
- 2 Rounds of revisions on all content
- Monthly 30 Min Client Strategy Call

Deliverables:

- Monthly Content Calendar
- Monthly Content

Timeline

Project Milestones	Date
Kick Off Call	Day 1
Best Practices, Audit, and Strategy for Client Review	Days 1-14
Content Calendar & First 6 Posts for Client Review	Days 15-30
Month 1 Content Scheduled	Day 28
Monthly Client Call	Day 30
Month 2 Content Production	Days 31 - 45
Client Review & Edits	Day 50
Month 2 Scheduled	Day 55

Investment

Deliverable	Investment	Timing
Social Media Strategy & Onboarding Customized social media strategy development and seamless onboarding process to enhance your online presence, including audience analysis, platform selection, content planning, and performance tracking.	\$3,500.00	Upon Start of Month 1
Social Media Management Comprehensive management of your social media channels, including content creation, scheduling, community engagement, and performance tracking to foster brand growth and audience engagement.	\$2,500.00	Months 2 - 12

Next Steps

01

Proposal, Contract & Invoice. Please review and sign this proposal & contract which outlines the terms and what is included in your scope of work. Then, your invoice will be prepared. After the first month, billing will be automated based on the terms you have agreed upon. If your start date is later, please submit payment for the initial deposit to secure your spot on our calendar.

02

Intake Paperwork. Once you have accepted this proposal, signed this contract, and paid your initial deposit on your invoice, you may receive a questionnaire that we ask you to complete with helpful information regarding your business. We will review together on our Kick Off Call.

03

Kick Off Call. Once step 2 is completed, we will schedule our Kick Off Call. This call allows us to clarify your goals and expectations, connect you to your dedicated Project Manager, ensure we have access to all needed accounts and creative assets, and set expectations.

Agency Policies

The terms of this agreement may be changed upon the discretion and agreement of both Ashley Monk and Lexie Rock

I understand that communication is available between 9-5 pm EST, M-Th, and 9 am-12 PM Friday's. Please expect a response within 24 business hours via email. In the case of an emergency, we are available by phone. We are closed on Saturdays, Sundays, and all US holidays including the week of the Fourth of July, Thanksgiving, and two weeks between Christmas & New Year's aside from pre-planned project correspondence.

Initial:

I understand my initial commitment spans six months, during which I will be billed monthly at the agreed-upon rate specified below. Following this initial period, my contract will automatically transition to a month-to-month arrangement, with a 30-day notice required for cancellation. Additionally, I acknowledge that I will be billed for one final billing cycle upon cancellation.

Initial:

I understand anything exceeding the scope of this contract will be billed to me at a \$175 back end rate and I will be notified beforehand. I also understand that if I should need strategic consulting time, I will be billed at \$350 back end rate and will be notified beforehand.

Initial:

Payment Arrangements

Start date: 05 / 29 / 2024

Completion date: 12 / 31 / 2024

**Client will be billed monthly, on a 30-day billing cycle, until contract ends. First invoice is due before project start, and all management invoices will be automatically billed on the first of the month.*

Payments accepted: ACH or Credit

Initial that I agree with these dates & the 30 day cancellation policy.

Onya

the City of Noblesville

Ashley Monk

Lexie

Payment Policy

Our billing policy is designed to ensure timely and secure payment for our services while providing flexibility for our clients. The following policies apply to all contracts:

1. **Initial payment:** *Clients are required to make an initial payment upon receipt of the invoice before any work begins. The amount of the initial payment will be specified in the contract.*
2. **Payment terms:** *For all subsequent management invoices, payment is due and automatically billed on the 1st of the month.*
3. **Late payment:** *If payment is not received within the agreed payment terms, we reserve the right to charge interest on the overdue amount at a rate of 2% per month until payment is received in full.*
4. **Payment methods:** *We accept payments by bank transfer or credit card.*

We strive to maintain clear and transparent communication with our clients regarding billing and payment. If you have any questions or concerns regarding our billing policy, please do not hesitate to contact us.

Testimonials



"We started working with Onya a few months ago and they have been a tremendous asset to our team. They have brought a fresh perspective to our digital marketing efforts and have helped drive conversions and leads to our website. I'd recommend Ashley, Lauren, and the team to anyone."

Scott Sell, Business Development Manager at Williams Bros. Healthcare



"Ashley Monk set up some amazing Facebook ad work for Conrad Indy with a really quick turn around. I would highly recommend their work for someone in the social media ad space. Their team created three campaigns for us with nine ads. And in their first few weeks, we've seen over 62k impressions, 120 link clicks to our website, great results!"

Zachary Lockett, Commercial Director at Conrad Indianapolis



"As a business owner, I appreciate the communication and consistency that the team brings! Ashley and her team bring professionalism and innovative ideas to the forefront."

Kayla Marando, Honor Yoga



"Such a courteous, professional experience. She exceeded my expectations!"

Dr. Cortney Baker, Kids Care Home Health

Service-Level Agreement

Terms & Conditions

Below is a list of general terms and conditions.

1. SCOPE OF SERVICES

1. Same as above

2. DELIVERY DATE

1. Same as above

3. CREATIVE CONTROL

1. Agency will work with the Client to get feedback and input, but Agency retains creative control over the final content.
2. Agency reserves all rights to use any and all curated creative for clients & results in use as the Agency's own marketing promotional, case studies, and/or portfolio.

4. LIABILITY

1. Agency will perform their tasks to the best of their ability, but Agency accepts no responsibility for unforeseen circumstances. Including but not limited to equipment failure, power outages, inability to attend and perform services due to illness, and/or any other situation beyond Agency's control. In the event that unforeseen circumstances occur, Agency will use best efforts to provide similar services. Agency's sole liability in any case shall be limited to a monetary amount no greater than the total of monies paid by the Client.
2. This is including but not limited to any inconvenience from a platform outage, that is entirely out of the control of the agency, i.e: a Facebook Ads mass outage.

5. INDEMNIFICATION

1. Client warrants that it has full legal rights to any and all photographic, film, or video images supplied by the Client to Agency for use in the Video. Client agrees to indemnify, defend and hold Agency and its officers, directors, agents, employees, representatives, associates and affiliates and each of them, harmless from and against any and all losses, costs, damages, liability and expense, including reasonable attorney's fees, arising out of any claim whatsoever, directly or indirectly, from the use of copyright images supplied to Agency by Client.

6. TERMINATION

1. This agreement shall be effective on the date here of and shall continue until terminated at end of project. For projects, invoices billed automatically upon invoice receipt as stated on proposal. Client shall pay Agency for all work performed and for all expenses incurred prior to the effective date of termination. Client shall also pay a termination fee equal to 25% of the total amount contracted for the professional service if cancelled prior to contract end. Due to the extensive

time involvement and nature of the professional services in this Agreement, refunds will not be given.

7. **CLIENT DUTIES:** To get the most out of this program and the services provided Client must respond to Agency in a timely manner and send any information requested so as to best achieve the intended results. If an appointment is missed without notice, it is at Client's discretion to reschedule at a date and time convenient to the service provider. If you need to cancel or reschedule an appointment, please notify Agency at least 24 hours in advance. The success of our working together falls on Client's full participation and dedication to the program.

1. This agreement includes, but is not limited to its responsibility when it comes to providing assets, i.e: The agency cannot be held responsible for the inability to complete client work if the agency is not provided with the necessary client assets.

8. **FEES & PAYMENT.** For all Services performed under this Agreement or other request for Services that references this Agreement, Client shall: (i) pay Agency at the current standard rates, and (ii) pay Agency upon receipt of each invoice. All payments pursuant to this Agreement are non-refundable. All payments are placed upon autopay after contract signing. Agency reserves the right to place further services on hold until any outstanding invoice is paid and to invoice Client ten percent (10%) annual interest rate for any outstanding, undisputed invoice not paid within thirty (30) days after receipt. If payment ceases for a period of 30 days, this Agreement will be cancelled and Client will be required to pay the prorated amount due for services performed up to that date.

9. **CANCELLATION POLICY.** All agreements may be terminated with or without cause by either party upon thirty (30) days written notice. All services provided in advance will be charged upon early termination. 100% or partial refund if we have not fulfilled our obligations to deliver the work required under the agreement. Read Refund Policy below. Onya reserves the right to cancel any agreement on projects that are abandoned or lay dormant for more than 30 days with or without notice.

All billing cycles for agreed services will continue until the client sends a cancellation notice to Onya, in writing.

10. **REFUND POLICY.** Our Digital Marketing processes and development demand extensive resources and incur internal expenses. Therefore, all of Onya's service packages are not refundable, but the client may cancel with a notice written 30 days in advance. Read Cancellation Policy above.

We do not offer any refund for services already delivered, started, or any other miscellaneous charges which are non-recoverable for Onya. No payment will be refunded once an initial draft is provided. There are no partial refunds for projects mid-way through a milestone phase. After a payment is made, there are no exceptions to our refund policy.

Therefore, once a payment or deposit is made, it is non-refundable. Additionally, we do not offer refunds on deposits or payments for projects that are abandoned or lay dormant for more than 30 days. If you signed up for our services but did not make use of them, then you are still entitled to pay us.

All billing cycles for agreed services will continue until the client sends a cancellation notice to Onya, in writing.

11. **CONFIDENTIAL INFORMATION.** Agency and Client mutually agree to hold any and all Confidential Information exchanged between the parties as part of this Agreement in the strictest of confidence and to not disclose such information to any other person or entity. Information shared in Facebook groups, in email, on calls, in video conferences, or any other means shall be maintained as confidential. The Recipient of Confidential Information shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. The terms of this section shall survive the termination of the Agreement.
12. **RIGHTS TO WORK PRODUCT.** Any expression or result of Agency's Services, or the work, findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, software, and other technical information (collectively "WORK PRODUCT") created by Agency in the course of performing the Services hereunder are the property of Agency and are licensed to Client, without further license fees, provided, however, to the extent such work product provided to Client contains Client's confidential information, Client shall retain title to such Confidential Information. Client shall have no right to sublicense, transfer, assign, convey or permit any third party to use or copy any Work Product. This clause that ensures Onya can use any and all creative produced for their own marketing & creative purposes.
13. **POSTPONEMENT OF PROFESSIONAL SERVICE.** Postponement by either party requires written notice to the other party and the rescheduling of such service as soon as possible. If postponement occurs frequently (as determined by either party), this Agreement may be cancelled per the terms above.
14. **INDEPENDENT CONTRACTOR STATUS.** Agency performs this Agreement as an independent contractor, not as an employee of Client. Nothing in this Agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between Client and Agency.
15. **NO GUARANTEE OF RESULTS.** The Services provided under this Agreement are for educational and informational purposes only. Client accepts, agrees and understands that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, network and financial situation, to name just a few. You also understand that any testimonials or endorsements by our clients, customers or audience represented on our programs, websites, content, landing pages, sales pages or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, content and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological or financial advice.
16. **REPRESENTATIONS AND WARRANTIES.** Each party warrants that:(i) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid, and binding obligation, enforceable against either party in accordance with its terms;(ii) They have

the full right, power, and authority to enter into and be bound by the terms and conditions of this Agreement and to perform their obligations under this Agreement, without the approval or consent of any other party; and(iii) They have sufficient right, title, and interest in and to the rights granted in this Agreement. Agency warrants that the Services will be performed in a professional manner in accordance with recognized industry standards. To the extent Services provided are advisory, no specific result is assured or guaranteed. AGENCY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (BY ANY TERRITORY OR JURISDICTION) TO THE EXTENT PERMITTED BY LAW, AND FURTHER AGENCY EXPRESSLY EXCLUDES ANY WARRANTY OF NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY TO THE EXTENT PERMITTED BY LAW.

17. **INDEMNIFICATION.** You agree to indemnify and hold harmless Agency and its employees, representatives, agents, and affiliates, against any and all claims, suits, actions, or other proceedings brought against them based on or arising from any claim resulting from your breach of this Agreement. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by use in connection with or arising from any such claim, suit, action, or proceeding. You will immediately notify Agency of any current, impending, or potential legal action against it by a third party for matters relating to email, email complaints, email deployment, and violations of CAN-SPAM. Agency reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the indemnifying party hereunder.
18. **ASSIGNMENT.** Either party may assign its rights or obligations under this Agreement to any party, except, that the assignment to a third party who obtains all or substantially all of the business or assets of a party shall be permitted subject to the reasonable consent of the other party (i.e. the non assigning party).
19. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Indiana without regard to the conflicts of laws and principles thereof. Jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this agreement, shall be only in a federal or state court having subject matter jurisdiction located in Hamilton County, Indiana.
20. **DISPUTE RESOLUTION.** Any cause of action brought by Client against Agency must be instituted within one year after the cause of action arises or be deemed forever waived and barred. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees' (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Indiana and agrees that those courts have personal jurisdiction over each party; (iii) venue will be in Indiana; and (iv) the parties will submit the dispute to mandatory mediation held in Indiana or through an online mediation service agreed upon by all parties. If the parties cannot agree on a mediator, then any party may apply at any time to the presiding judge of the Superior Court for the appointment of a mediator, and the judge's selection is binding on all parties. The parties will share equally (50/50) in all costs of the mediation, including the mediator's fees, but

each party is solely responsible for its own attorneys' and experts' fees. Every mediation will be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute via any process, including litigation by trial. In no event shall Agency be liable for any consequential, punitive or multiple damages of any kind.

21. **FORCE MAJEUR.** Except for Client's obligation to pay Agency, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.
22. **GENERAL (a)** You may not amend or waive any provision of this Agreement unless in writing and signed by both parties. **SAMPLE (b)** This Agreement represents the entire agreement between us and you, and shall supersede all prior agreements and communications of the parties, oral or written. **(c)** The headings and titles contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement. **(d)** If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of this agreement shall have full force and effect. **(e)** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. **(f)** Agency may use approved work for non-commercial, non-publication purposes to promote their work to persons other than the general public, including promotional cards and portfolios, provided the product is not transferred over the internet.
23. **CONTACT INFORMATION.** If you have any questions or concerns, please contact Agency by email at hello@onyamark.com. The Parties hereby agree to all of the above terms and have executed this.

Acceptance

IN WITNESS WHEREOF, by execution by the parties below, this Service-Level Agreement will form a part of the Contract.

Onya

the City of Noblesville

Ashley Monk

Lexie
Rock

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Contractor entering into a contract with the City is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Contractor): _____

By (Written Signature): _____

(Printed Name): _____

(Title): _____

Important - Notary Signature and Seal Required in the Space Below

STATE OF _____

SS:

COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____,
20 ____.

My commission expires: _____ (Signed) _____

a. Residing in _____ County, State of _____