#### STRATEGIC PLANNING SERVICES

#### Services Agreement

**THIS SERVICES AGREEMENT** (this or the “**Agreement**”) is made between SBrand Solutions, LLC, a Florida limited liability company (“**SBrand Solutions**”) and the Leavenworth Public Library (“**Client**”) and entered into effective March 1, 2022 (“**Effective Date**”). SBrand Solutions and Client are each referred to herein as a “**Party**” and collectively as the “**Parties**”.

**AGREEMENT**

In consideration of the mutual promises and agreements hereinafter set forth, the adequacy, sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Services.** SBrand Solutions shall advise Client and perform services on behalf Client related to: strategic planning, community engagement and facilitation. More specifically, the services to be provided by SBrand Solutions shall be provided as attached in Exhibit A (the “**Services**”).

**Compensation.** SBrand Solutions shall charge a not to exceed fixed fee of $29,900.00 in accordance with the attached Scope of Work (Exhibit A) to provide the Services set forth in Section 1 of this Agreement. Payment for any amounts due to SBrand Solutions under this Section 2 shall be made within 30 days of receipt by Client of an itemized bill from SBrand Solutions setting forth the amounts to be paid, and the dates to which such payments correspond.

**Expenses.** Client shall reimburse SBrand Solutions for any expenses paid or incurred by SBrand Solutions in the performance of its duties under this Agreement only if such expenses were incurred after a written approval from Client.

**Additional Service Fees.** For one-time projects or additional services requested not outlined in the scope of work, SBrand Solutions shall charge a fee for Services provided to Client. Prior to any work, SBrand Solutions will provide a written quote for these services, which will be approved by the Client in writing prior to beginning the work. Once complete, SBrand Solutions shall provide an itemized statement with a detailed description of the Services performed during such month, and the total amount payable by Client for such Services

**Term of Agreement.** This Agreement shall commence on the Effective Date, and shall continue until one of the following events has occurred: (a) all of the Services have been fully performed, and full payment has been made in accordance with Section 2; (b) it becomes impossible to perform the Services by reason of circumstances beyond the control of SBrand Solutions, and SBrand Solutions provides notice of such impossibility to Client; (c) Client is bankrupt, insolvent, or otherwise unable or unwilling to make payment, as set forth in Section 2; (d) SBrand Solutions gives notice of its intent to terminate the agreement, which termination shall take place as set forth in such notice; or (e) Client gives notice of its intent to terminate the agreement, which termination shall take place as set forth in such notice, but in no event shall such termination take place less than fourteen (14) days from the date of notice. Notwithstanding the foregoing, the occurrence of any of the events listed in this Section shall not excuse Client from making full payment as set forth in Section 2 for any time during which the Services are actually provided by SBrand Solutions or during which SBrand Solutions was obligated to provide the Services. For purposes of this Section, the term “insolvent” shall mean having liabilities in excess of assets, or the failure to pay regular obligations in a timely manner.

**Periodic Reports.** SBrand Solutions shall provide periodic reports to Client, but not less frequently than monthly detailing the progress of the Services, and/or any material developments pertaining to the Services.

**Publicity Rights.** Client grants SBrand Solutions the right to use, broadcast, advertise or otherwise make public certain information about Client in furtherance of the Services. No Creation shall be advertised, displayed, or otherwise made public until such Creation has been viewed, reviewed, and approved by Client in writing. Specifically, Client authorizes SBrand Solutions to publicize Client’s name, logo, trade names, Creations (as defined below) and other agreed upon information related to the Services. The publications authorized by this Section may be in any format deemed professional and appropriate by SBrand Solutions. Furthermore, SBrand Solutions is hereby authorized to display the name and logo of client as well as a brief description of the Services provided to Client by SBrand Solutions on the website and print materials of SBrand Solutions for SBrand Solutions’ own advertising purposes.

**Approval of Creations.** In providing the Services, SBrand Solutions may create certain designs, text, or other visual, audio, or written products, including but not limited to: advertisements, announcements, videos, magazine and newspaper articles, direct mail, webinars, press releases, social media posts and messages, brochures, flyers, notices, marketing materials, training materials, e-mail notices and advertisements, strategic plans, organizational assessments, implementation plans, performance measurement tools, and other written work (the “**Creations**”). For purposes of this Section approval of a Creation by Client via e-mail shall be sufficient to authorize SBrand Solutions to use such Creation to provide the Services.

**Schedule.** The Attached Exhibit A showing the Scope of Work, services to be delivered and timeline shall be adhered to by both parties. Should a scheduled meeting be cancelled at any time and not rescheduled within 3 business days, the Client will be billed for that meeting cost in accordance with Exhibit A. Client understands and agrees that information is needed (photos, language, documentation, graphics) for the creation of documents, and if that information is not provided in a timely manner than SBrand cannot fulfill the timeline in Exhibit A. Any additional costs due to Client delay will be shared with Client prior to incurring those costs, and upon approval in writing will be billed to the client, which may include graphic design costs.

**Representation Regarding Intellectual Property.** Client hereby represents that it has good title, or the absolute legal right to use, any and all information and intellectual property (including, but not limited to, photos, graphics, logos, trademarks, trade names, trade secrets, trade dress, copyrights, and patents) that it provides to SBrand Solutions for purpose of performing the Services or creating any Creations. Client agrees to recognize and acknowledge the services of SBrand Solutions within any documents as requested by SBrand.

**Indemnification.** SBrand Solutions agrees to indemnify and hold harmless the Client, its officers, directors, members, employees, agents, and assigns, from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and (including, without limitation, court costs and attorneys’ fees) caused directly or indirectly by Client’s actions, inactions, ownership of the Creations, performance, or non-performance of this Agreement, or caused by Client’s breach of any obligations under this Agreement.

Client agrees to indemnify and hold harmless SBrand Solutions, its officers, directors, members, employees, agents, and assigns, from and against any and all liability, loss, fines, penalties, damage, claims or causes of action and (including, without limitation, court costs and attorneys’ fees) caused directly or indirectly by SBrand Solutions’ actions, inactions, ownership of the Creations, performance, or non-performance of this Agreement, or caused by SBrand Solutions; breach of any obligations under this Agreement.

**General Provisions.**

1. Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the state of Colorado. Each Party irrevocably consents to the exclusive jurisdiction of the state courts of Colorado in connection with any action arising under this Agreement.
2. Construction and Severability. Each Party acknowledges that the provisions of the Agreement were negotiated to reflect an informed, voluntary allocation between them of all the risks (both known and unknown) associated with the transactions contemplated hereunder. Further, all provisions are inserted conditionally on their being valid in law. In the event that any provision of the Agreement conflicts with the law under which the Agreement is to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the Parties to the Agreement, (i) such provision will be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law; and (ii) the remaining terms, provisions, covenants, and restrictions of the Agreement will remain in full force and effect.
3. Waiver. The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such Party’s right to assert or rely upon any such provision or right in that or any other instance; rather the same will be and remain in full force and effect.
4. Survival. Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of the Agreement shall survive and remain in effect after such happening.
5. Remedies.Except as otherwise specified, the rights and remedies granted to a Party under the Agreement are cumulative and in addition to, not in lieu of, any other rights and remedies which the Party may possess at law or in equity.
6. Notices. Except as set forth in Section 7, all notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be delivered by certified or registered mail (first class postage, prepaid), guaranteed overnight delivery, facsimile transmission if such transmission is electronically confirmed, or email with read-receipt confirmation. Notices, requests, demands, and other communications may not be sent via instant messaging, text messaging, or other electronic communications, except as specified in this paragraph.
7. Amendment. No change, amendment, or modification of any provision of the Agreement will be valid unless set forth in a written instrument signed by both Parties.
8. Headings. The captions and headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of the Agreement.
9. Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same document. An electronically scanned and transmitted copy (via e-mail or other similar transmission method) or a facsimile copy shall be sufficient if the signatures of the signing parties are clearly visible.
10. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and it may not be changed orally but only by a written agreement signed by all of the parties hereto.
11. Attorneys’ Fees. If either Party shall commence any action or proceeding against the other Party in order to enforce the provisions hereof, or to recover damages as the result of the alleged breach of any of the provisions hereof, the prevailing Party therein shall be entitled to recover all reasonable costs incurred in connection therewith, including, but not limited to, reasonable attorneys' fees.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement to be effective as of the Effective Date of this Agreement.

**SBrand Solutions: Client:**

SBrand Solutions, LLC xxxxx

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sheryl Trent, Owner

Sheryl Trent xxx

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