



Contract Date

Jul 31, 2024



10:10 AM

### Explore North Park, 2024-2025 Contract

This Marketing Agreement (this "Agreement"), dated as of August 1, 2024 (the "Effective Date"), is between A7D Creative Group Inc, a California corporation ("A7D"), located at 2867 University Avenue, San Diego, California 92104 and North Park Main Street (NPMS).

WHEREAS, A7D and NPMS desire to establish an exclusive strategic marketing relationship whereby A7D will promote Explore North Park's services to its customers. A7D and NPMS, as appropriate, are sometimes individually referred to as a "Party" and collectively as the "Parties." NOW THEREFORE, the Parties agree as follows:

#### 1. SCOPE OF ACTIVITIES.

The A7D and NPMS will undertake the activities listed in Appendix A. The Parties acknowledge that their respective obligations to undertake the activities listed in Appendix A serve as good and valuable consideration for this Agreement.

#### 2. REPORTING.

Within ten (10) days after the end of each calendar week during active events during the Term (as defined below), A7D will provide NPMS with (or provide access to) a monthly report of data that will let NPMS determine the value (traffic, completed sales, revenues, etc.) derived from individual activities as described in this Agreement.

#### 3. LICENSES.

NPMS grants to A7D a non-exclusive, non-transferable, royalty-free license to use NPMS's trade names, trademarks, logos and service marks (collectively "Marks") in connection with the performance of this Agreement. A7D shall not use any of NPMS's Marks for any purpose without first obtaining the prior written advance consent of NPMS. A7D will not alter or permit alteration of, or remove or modify or permit removal or modification of, any of NPMS's Marks, or other identifying marks placed by NPMS's or its agents on the products or associated documentation or literature, without NPMS's prior written approval. Except as specifically provided in this Agreement, nothing in this Agreement shall confer upon A7D any right, title or interest in any of the Marks or goodwill of NPMS. A7D acknowledges that NPMS's Marks and any related goodwill are the sole and

exclusive property of NPMS, and A7D agrees not to (or cause a third party to) contest the rights of NPMS in NPMS's Marks or to use any confusingly similar marks, works or symbols. At no time during or after the Term A7D challenge or assist others to challenge NPMS's Marks or the registration thereof or attempt to register any trademarks, marks or trade names that are in any way confusingly similar to NPMS's Marks.

NPMS acknowledges that it retains ownership of all its Marks and other intellectual property rights that are licensed to it. A7D acknowledges that its utilization of NPMS Marks will not create in it, nor will it represent it has, any right, title or interest in or to

NPMS Marks other than the express and limited right to use NPMS's Marks on A7D's Website granted under this Agreement and solely in connection with the services provided hereunder. The goodwill from A7D's use of NPMS's Marks, if any, shall accrue solely to the benefit of NPMS. A7D agrees that it shall cease using NPMS's Marks immediately upon request, and in no event shall this license survive the Term of this Agreement.

#### **4. COMPENSATION.**

PROJECT INVESTMENT \$40,000 Annual Marketing

August 1st, 2024 - June 30, 2024

Client check-in meeting January 30th, 2024 to review organization finances and the \$8K project deficit discussed July 29, 2024.

\*Meeting set for January 2025 to discuss \$8,000 deficiency from 2024.

Payment Terms outlined in Appendix B

#### **5. TERM AND TERMINATION.**

##### **1. OBLIGATIONS OF CLIENT**

Cooperation of Client. Client agrees to comply with any reasonable request Consultant may make necessary to the performance of their duties under this Agreement.

##### **2. OBLIGATIONS OF CONSULTANT**

Indemnity. Consultant agrees to indemnify and hold harmless Client, including its officers, directors, managers, agents, assigns and shareholders from all claims, demands, judgement, damages, liabilities, costs and fees, including reasonable attorney's fees and costs, relating to or arising out of any claim that relates Consultant's breach or failure, or the breach or failure of any of their employees or representatives, to comply with the terms of this Agreement.

##### **3. TERMINATION OF CONTRACTOR RELATIONSHIP**

The term of this Agreement shall be 10 months from the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement ("Initial Term"). Upon expiration of the Initial Term, a new contract will be created to cover services for Explore North Park. Prior to expiration, North Park Main Street will release a Request For Proposals to solicit bids for management of Explore North Park. A7D will receive a direct notice from NPMS when the proposal is available.

Breach. If either party hereto breaches any of the terms or conditions of this Agreement, the other party may at such party's option, terminate this Agreement immediately upon written notice to the breaching party upon which event all rights of the breaching party shall terminate upon the effective date of termination specified in such notice.

Payment for Services upon Termination of Agreement. Upon notice of termination to either party, Consultant shall invoice Client for services rendered (and not previously invoiced) through date of this this Agreement. Payment of Consultant's final invoice will be paid with the terms set forth in Section 2.

#### **4. CONFIDENTIALITY AND NON-SOLICITATION**

Confidential Information. During performing services for Client, Consultant may have access to confidential information. "Confidential Information" means proprietary information, trade secrets and techniques that Client has or will develop, compile, or own, or that Client receives under conditions of confidentiality. Confidential Information includes not only information disclosed by the Client, but also information learned by Consultant during performance services for Client. Confidential Information is a term which is to be broadly defined and includes: (1) information that has or could have commercial value or other utility in the business in which Client is engaged or in which it contemplates engaging; and (2) All information that if disclosed without authorization could be detrimental to the interests of Client, whether such information is identified as Confidential Information by Client.

Duty to Protect Confidential Information. At all times during and after Consultant's performance of Services for Client, Consultant will keep confidential, not make use of, and not disclose or reveal to any third party either directly or indirectly, any Confidential Information, except during performing services for Client and for the benefit of Client, without prior verbal or written approval of the Client, or the Client's designee. Consultant acknowledges that the unauthorized use or disclosure of Confidential Information may be highly prejudicial to the interest of Client and its business, an invasion of privacy or an improper use of disclosure of trade secrets. In addition, by accepting the terms of this agreement, Consultant represents that Consultant has not brought and will not bring them to the Client or utilize during performing services any confidential or proprietary information or materials of any other business.

## **6. DISCLOSURE OF ACTIVE CONTRACTS**

### **1. OBLIGATION TO DISCLOSE**

Contractor A7D (hereafter referred to as "Contractor") agrees to disclose to North Park Main Street (hereafter referred to as "NPMS") any active contracts they have with organizations that are planned to be promoted or published on any of Explore North Park's channels. This includes, but is not limited to, the website, Facebook, Instagram, Tik Tok, and LinkedIn.

### **2. METHOD OF DISCLOSURE**

The Contractor shall provide written notice to NPMS detailing the names of the organizations and the nature of the contracts. This disclosure must be made at least 14 days before any promotion or publication involving the organizations is set to go live.

### **3. CONFIDENTIALITY AND NON-DISCLOSURE**

All information disclosed to NPMS under this clause will be treated as confidential and will not be disclosed to any third parties without the prior written consent of the Contractor, except as required by law or as necessary to fulfill the terms of this agreement.

### **4. FAILURE TO DISCLOSE**

Should the Contractor fail to disclose active contracts as required by this section, NPMS reserves the right to terminate the contract.

### **5. REVIEW AND VERIFICATION**

NPMS reserves the right to request additional information or clarification regarding any disclosed contracts to ensure compliance with the terms of this agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized representative.

I agree to the terms and conditions of this contract.

Mark

West

**Signature**

Mark West

Digitally signed by Mark West

**Date and time:** 7/31/2024, 10:11:17 AM PDT

**IP address:** 68.8.7.46

I agree to the terms and conditions of this contract.

First name

Last name

**Signature**

*Sign here*

*The date will be recorded once the form is submitted.*

## APPENDIX A: Scope of Work

I Business Action Plan for Explore North Park

A7D Creative Group is dedicated to revitalizing and strengthening the Explore North Park brand through strategic planning, innovative marketing strategies, and community engagement. Our approach focuses on developing a comprehensive brand strategy, refining the mission and vision, and identifying key target audiences to drive engagement and increase foot traffic to North Park businesses.

### 1. Create Brand Strategy, Mission, and Vision

- Collaborate with Explore North Park stakeholders to define a clear brand strategy, mission statement, and vision for the brand.
- Utilize our expertise in branding and strategic marketing to ensure alignment with the goals of Explore North Park.
- Develop cohesive seasonal campaigns that resonate with the target audience and highlight the unique offerings and experience of North Park.

### 2. Define Our Why

- Identify the core values and unique selling points of Explore North Park to differentiate it from competitors.
- Craft compelling messaging that communicates the value proposition of Explore North Park to visitors and stakeholders.

### 3. Define Our Who: Target Audiences

- Identify key target audiences per channel, including:
  - TikTok: Gen Z and younger millennials interested in trendy and engaging content.
  - Facebook: A diverse range of age groups, particularly older millennials, Gen X, and baby boomers.
  - Instagram: Millennials and younger demographics interested in visually appealing content.
  - LinkedIn: Business professionals, entrepreneurs, and decision-makers interested in networking and industry-related content with the intent to attract organizations

seeking private event spaces, meeting venues and convention buy-out opportunities.

- Tailor marketing strategies and initiatives to effectively reach and engage each audience segment on their respective platforms

#### 4. Define How We'll Shift the Needle

- Bring Explore North Park back to the Economic Development Committee for shared community engagement and support.
- Create and educate North Park Businesses on best Marketing practices through Explore North Park and North Park Main Street. Leading with the message, we are better and stronger together. One voice, One North Park.
- Implement a value-based advertising program through Explore North Park to increase brand visibility and drive traffic to businesses.
- Establish an annual editorial calendar and marketing plan to guide content distribution and promotion efforts.
- Develop a strategic two-year marketing plan for Explore North Park.
- Develop strategic marketing plans for Taste of North Park and MusicFest, with dedicated advertising opportunities.
- Develop curated social media content, through community storytelling, to showcase the vibrant culture and offerings of North Park.
- Forge strategic media partnerships with platforms like Yelp San Diego, There San Diego, and the San Diego Tourism Authority to extend brand reach.
- Cultivate influencer partnerships to leverage their reach and credibility in promoting Explore North Park.
- Create a Neighborhood Guide to pitch to local media outlets, highlighting seasonal offerings and events in North Park.
- Collaborate with North Park Main Street (NPMS) to support ribbon-cutting events and amplify grand opening advertising packages.
- Foster a healthy and engage Business Community through supporting attendance of the Economic Development Committee and Business events.
- Reinvest advertising revenue into quarterly PR and social media ad campaigns to amplify reach and engagement.
- Support the growth of the Thursday Farmers Market through social media.
- Ensure consistent dissemination of content across Explore North Park's website, social media channels, and email marketing campaigns.
- A7D has secured an annual partnership with Yelp San Diego, partnership will give a combined reach of 197K followers on Instagram and generate (2) monthly Reel posts.

#### Situation Analysis

- Evaluate current brand positioning, market trends, and competitive landscape to inform strategic decisions.

#### Goals & Objectives

- Set specific, measurable goals and objectives to guide the execution of marketing campaigns and initiatives.

#### Strategy and Tactics

- Develop a comprehensive marketing campaign mix, including social media, limited-time offers, user-generated content, content marketing, email marketing, influencer collaborations, and media partnerships.

#### Budget and Timeline

- Allocate resources effectively to support marketing initiatives and ensure timely execution within budget constraints.

#### Measuring and Reporting

- Implement tracking mechanisms to measure the effectiveness of marketing efforts and provide regular reporting on key performance indicators.

### Create Experiences and Merchandise

- Develop memorable experiences and merchandise available for purchase through Explore North Park's online platform.

### Lean into Collaboration Holidays

- Leverage collaborative holidays such as Pride, Small Business Saturday, and Spring, Summer, Fall, Winter to drive engagement and increase brand visibility.

Through our strategic approach and collaborative efforts, A7D Creative Group is committed to elevating Explore North Park's brand presence, driving foot traffic to businesses, and fostering a vibrant community experience in North Park.

## **APPENDIX B: Payment Terms**

Aug '24 - \$4,000

Sept '24 - \$4,000

Oct '24 - \$4,000

Nov '24 - \$4,000

Dec '24 - \$4,000

Jan '24 - \$4,000 (NPMS & A7D \$8k Budget Meeting)

Feb '24 - \$4,000

Mar '24 - \$4,000

Apr '24 - \$4,000

May '24 - \$4,000 (RFP Renewal Period Starts: Proposal Window Opens Up)

Jun '24 - \$0\*

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