



SERVICE AGREEMENT

The following terms and conditions apply to retention of LOOK STRATEGIES, LLC, an Ohio limited liability corporation, (hereinafter "Look Strategies, we" and "our" and "us") as marketing and communications counsel for the City of Parma Parks and Recreation Department, 7335 Ridge Road, Parma, Ohio 44129 (hereinafter "you and "your").

1. Scope of Services:

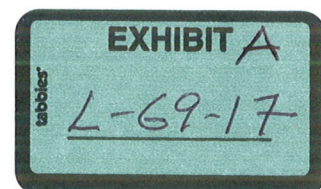
We will provide you with marketing communications services related to the Parma Rec Corporate Sponsorship Advertising Sales program, as discussed in our prior planning meetings and subsequent proposal. Our work for you under this agreement will be limited to the assignments as outlined in our strategic planning documents. Because we offer a comprehensive level of communications services, we would be pleased to offer you assistance in other matters as you may request over the course of this agreement. Any change in the terms and conditions of this agreement or engagement for additional services shall be mutually agreed upon in writing prior to performing those services.

2. Performance Review:

We are committed to serving you and helping you achieve your desired results. We encourage you to review regularly with us any and all comments and suggestions you may have about our performance, and we will meet with you as frequently as you deem necessary to review performance.

3. Confidentiality:

We regard with utmost seriousness our duty to preserve your confidences and proprietary matters. We shall not disclose such information without your permission other than to our employees, counsel and other professional advisers we believe necessary to fully meet our obligations under this agreement, or as required by applicable law or judicial or administrative order. We may, however, disclose our representation of you to other actual and potential Look Strategies clients.



4. Care of Property and Inspection:

We will take reasonable precautions to safeguard your property that is in our custody, but we shall not be liable for damage to your property unless the damage results from our gross negligence in connection with its care. We shall have no liability for damage to property that is in the custody or control of any third party. All materials we produce at your expense shall be our property until we receive your payment in full for the cost of all materials and other out-of-pocket expenses and all fees relating to such materials.

You may inspect all correspondence, contracts, books, accounts, and other materials prepared or held by us that are directly related to our performance under this agreement. Inspections may be made during our normal business hours upon three days' prior written notice.

5. Approvals, Accuracy of Information and Indemnification:

You shall have the sole responsibility for authorizing and approving the dissemination of all information and materials released on your behalf. You shall be solely responsible for the accuracy, completeness and legal compliance of the information about you that you provide or approve for our use.

We shall indemnify you against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys fees (collectively, "Damages"), sustained as a result of any claim of libel, slander, defamation, copyright infringement, trademark or service mark infringement, unfair competition, misappropriation of ideas, infliction of emotional distress, invasion of rights of privacy, or invasion of right of publicity arising from any materials prepared by Look Strategies on your behalf (collectively, "Materials Claims"); provided, however, the foregoing indemnification provision shall not apply to Materials Claims arising from any such materials that were approved by, or prepared based upon information provided by you or any of your employees, agents or independent contractors. You agree to indemnify us against any and all Damages sustained as a result of any Materials Claims arising from any such materials that were approved by, or prepared based upon information provided by you or any of your employees, agents or independent contractors.

In addition, we shall indemnify you against any and all Damages sustained as a result of our breach of this agreement or our negligence or intentional misconduct in connection with this agreement, and you shall indemnify us against any and all Damages sustained as a result of your breach of this agreement or your negligence or intentional misconduct in connection with this agreement. The foregoing indemnification provisions in favor of you and us are intended to extend to and cover your and our respective officers, directors, agents and employees.

6. Outside Experts and Other Third Parties:

It may be appropriate in the course of our performance under this agreement to work with outside experts and other third parties hired by you or hired by us with your authorization. You agree to reimburse fees and expenses incurred by these persons, and we shall not be liable to you in any way for the acts or omissions of such third parties.

7. Fees, Disbursements and Other Charges:

We are sensitive of the need to manage and control costs. It is our preference to work with budgets in which our fees for services are agreed upon in advance and made part of our agreement with you. You agree under this contract to compensate us on all revenue derived through the sale of corporate sponsorships related to the Parma Rec Corporate Sponsorship Program at a flat commission rate of twenty percent (20%) for as long as such sponsorships are offered. Any additional work and commensurate out-of-pocket expenses will be budgeted and approved by you prior to execution by Look Strategies.

Additionally, you will be billed at our cost for telephone, mail, messenger charges, information retrieval, and travel expenses as appropriate to services provided by us to meet our obligations under this agreement. Other third party invoices (such as printing, photography, and paid ad space) will be billed to you directly from the vendor, or if paid up front by us, with a standard agency mark-up of twenty percent (20%).

8. Billing and Payment:

We want you to be satisfied with the quality of our services and the reasonableness of our bills, and we ask that you discuss with us any questions or comments you may have about fees, charges and/or the format of bills.

This agreement requires a flat 25% commission on all receipts related to the corporate sponsorship sales, covering the terms of each respective sponsor's contracted sponsorship agreement. This commission will be based on actual receipts received by the City of Parma, whether those receipts are received over multi-years (as stipulated in each respective sponsor contract) or paid by the sponsor in one lump sum. Commission payments are payable to Look Strategies on the 5th of each month.

If, for any reason, a sponsor contract is broken or terminated at any point during the term of the contract, and the sponsor's payment is halted for that respective contract, then the 25% commission compensation paid to Look Strategies for that respective sponsor's contract will terminate following receipt of the sponsor's final payment and subsequent final commission payment to Look Strategies.

Look Strategies will retain exclusive rights to secure sponsorship opportunities for the Parma Rec Corporate Sponsorship Program, which will include any potential sponsors (corporate or individual) derived from or presented to the project via digital communication (email), in person, or through outside parties. Preference will be given to local (Parma-based or located) businesses in selling sponsorship packages.

9. Non-Payment and Collection:

Failure to pay commission compensation as per the terms of this agreement may, at our discretion, result in suspension of any or all service to you until payment is received, and may result in termination of the agreement. We shall incur no liability of any kind to you for such suspension or termination. We reserve the right to charge prevailing commercial interest per annum on all amounts more than 60 days outstanding. In the event that we must retain counsel or other services to enforce the contract or recover any sum due, you shall be responsible for all said costs and expenses including reasonable attorneys' fees.

10. Termination:

We hope and trust that our relationship with you will be long and valued. Nevertheless, either of us may terminate our services for any reason with seven (7) days' prior written notice. You remain liable for all fees, disbursements and other related charges incurred up to the date of termination, as well as all amounts that we must pay to third parties pursuant to non-cancelable agreements we entered into in order to perform this contract. Provisions in the agreement related to payment, confidentiality, indemnification, dispute resolution and waiver shall survive termination of the agreement.

11. Miscellaneous:

This agreement (1) may not be assigned by either of us without prior written consent of the other; (2) shall bind and benefit each of us and our respective permitted successors or assigns; (3) supersedes any previous agreements, understandings, or discussions with respect to its subject matter, and (4) shall be governed and construed under the laws of the State of Ohio. Failure by either of us to exercise our rights under this agreement, or to fail to require strict performance of any part of the agreement, shall not constitute a waiver of those rights or provisions, which shall remain in full force and effect. Notice required under this agreement shall be given in writing either by personal delivery, telecopy (with confirmation of receipt) or certified mail, addressed in case of notice to us at: Steve Corcoran, Look Strategies, 30234 Ednil Drive, Bay Village, Ohio 44140.

ACCEPTED BY (SIGNATURE)

ORGANIZATION

**BRIAN HIGGINS
DIRECTOR OF PUBLIC SERVICE
CITY OF PARMA**

DATE

MARCH 22, 2017

LOOK STRATEGIES

DATE

**STEVE CORCORAN, CEO
MARCH 22, 2017**

SPONSORSHIP AGREEMENT

SPONSORSHIP AGREEMENT (this "Agreement") made this ____ day of _____, 2014, by and between the CITY OF PARMA, OHIO with its principal office at 6611 Ridge Road, Parma, Ohio, 44129 ("Owner") and _____, an Ohio limited liability company, with its principal office at _____ ("Sponsor").

WITNESSETH:

WHEREAS, Owner and Sponsor desire to enter into an agreement, on and subject to the terms and conditions hereinafter set forth, for the sponsorship of _____ installed at a facility (or facilities) operated by the City of Parma Recreation Department ("Parma Rec").

WHEREAS, the Parma Rec Facility is owned by the City of Parma.

NOW THEREFORE, in consideration of the sponsorship and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Owner and Sponsor hereby agree as follows:

1. Term. The term of this agreement shall commence as of _____ (the "Delivery Date") and terminate on _____ (the "Expiration Date") unless earlier terminated or canceled in accordance with this Agreement.
2. Expiration and Cancellation. Unless earlier canceled or terminated as provided in this Agreement, this Agreement shall expire and cease to be of any further force or effect on the Expiration Date. Owner and Sponsor acknowledge and agree that this Agreement shall be cancelable by Owner, in Owner's sole discretion, immediately upon written notice sent to Sponsor. In the event of cancellation by Owner for any reason other than default by Sponsor, Owner shall return the Sponsorship Fee to Sponsor as prorated based upon date of termination.
3. Use. As a material inducement to Owner entering into this Agreement, Sponsor shall sponsor _____ to advertise the Sponsor's business at the Parma Rec Facility. The specifications of this advertising will be: _____. Provided that Owner has received artwork and information necessary, Owner will provide production and installation of the advertising, the location of which shall be in the Owner's sole discretion. The content of any such advertisement must be approved in writing by Owner.
4. Sponsorship Fee. Sponsor shall pay to Owner the sum of _____ (the "Sponsorship Fee"). Owner and Sponsor acknowledge and agree that the Sponsorship Fee includes \$_____ in production costs. The Sponsorship Fee shall be due upon execution of the Agreement.
5. Rules and Regulations. Sponsor shall comply with this Agreement, and all applicable Federal, State and local laws, rules and regulations for the use and occupancy of the Parma Rec Facility as promulgated and amended from time to time. Sponsor shall conduct its business at the Parma Rec Facility during such days, as such hours as Owner shall direct and in accordance with this Agreement.
6. Damage or Destruction. In the event of damage or destruction to the Parma Rec Facility which shall prevent the installation or display of Sponsor ads as contemplated in this Agreement (as

determined by Owner), this Agreement may be immediately canceled by Owner upon written notice to Sponsor and Sponsor shall be entitled to a refund of the Sponsorship Fee on a prorated basis.

7. Default. Except as otherwise provided herein, if Sponsor should default in or otherwise fail to perform any of the obligations set forth in this Agreement, including the Parma Rec Facility Rules and Regulations, and fail to cure any such default of failure within two (2) hours after notice, then Owner may cancel this Agreement upon delivery of notice to Sponsor. In the event of default by Owner, Sponsor's damages shall be limited to a refund of the Sponsorship Fee.
8. Personal. Sponsor's rights under this Agreement are personal, and shall not be assigned or transferred by Sponsor. Any attempted assignment shall render this Agreement voidable by Owner, and Sponsor shall forfeit all moneys paid hereunder.
9. Notices. Except as otherwise specifically provided in this Agreement, any notice required to be given by Owner to Sponsor shall be delivered to the Sponsor at the address set forth above and shall be deemed to have been given on the date delivered if delivered by hand delivery, mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery to an authorized agent of such courier service.
10. Non-Recourse. It is understood and agreed that Sponsor shall look solely to the estate and property of Owner in the Parma Rec Facility for the satisfaction of Sponsor's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms, covenants and conditions of the Agreement to be observed or performed by the Owner, and any other obligation of Owner created by or under this Agreement, and no other property or assets of Owner or of its partners, beneficiaries, co-Sponsors, shareholders, or principals (as the case may be) shall be subject to levy, execution or other enforcement procedures for the satisfaction of Sponsor's remedies.

The term "owner," as used in Section 10 and throughout this Agreement, shall be limited to mean and include only the owner or owners at the time in question of Owner's interest in this Agreement. Further, in the event of any transfer by Owner of Owner's interest in this Agreement, Owner herein named (and in case of any subsequent transfers or conveyances, the then assignor), including each of its partners, members, beneficiaries, co-Sponsors, shareholders, or principals (as the case may be), shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liability for the performance of any covenants and agreements on the part of the Owner.

11. No Waiver. The failure of either party to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.
12. Merger and Integration. This Sponsorship Agreement contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by agreement between the parties unless such agreement is in writing and assigned by the parties hereto.

13. Effect of Captions. The captions or legends in this Agreement are inserted only for convenient reference or identification of the particular sections. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Agreement, or any section or provision thereof.
14. Miscellaneous. This Agreement, and any dispute concerning this Agreement, shall be governed by the laws of the State of Ohio, and any dispute concerning an interpretation of an portion of the Agreement or the conduct of the parties hereunder shall be brought in the jurisdiction where the Parma Rec Facility is located. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns, except as expressly provided otherwise. Use of the neutral gender shall be deemed to include the masculine and feminine. If any term or provision of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

This document shall be effective and binding only upon the execution and delivery hereof by both the Owner and Sponsor. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture or of Landlord and Tenant between the parties hereto, it being understood and agreed that neither the method of computation of Sponsorship Fee nor any other provision herein contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than Owner and Sponsor. Sponsor covenants and agrees to keep the terms of this Agreement to any person whatsoever, including without limitation, other Aquatic Facility representatives, sponsors or the general public.

15. Due Authorization. Sponsor represents and warrants that it has taken all necessary corporate, partnership or other action necessary to execute and deliver this agreement, and that this Agreement constitutes the legally binding obligation of Sponsor enforceable in accordance with its terms. Sponsor further represents and warrants that it has full and complete authority to enter into and execute this Agreement and acknowledges that Owner is relying upon Sponsor's representation of its authority to execute this Agreement and Sponsor shall save and hold Owner harmless from an claims, or damages including reasonable attorneys' fees arising from Sponsor's misrepresentation of its authority to enter into and execute this Agreement.

IN WITNESS WHEREOF, Owner and Sponsor have set their respective hands as of the date first above written.

OWNER:

CITY OF PARMA, OHIO

By:

Name:

Title:

SPONSOR:

XXXXXX, an Ohio limited liability company

By:

Name:

Title: