

Since 1988  
**VillageProfile.com**<sup>®</sup>  
Community Maps & Books, From Traditional to Digital™

Mailing Address: 33 N. Geneva Street, Elgin, Illinois 60120 Phone: (800) 600-0134 Fax: (847) 468-6802  
Internet Address: www.villageprofile.com

**COMMUNITY MAP PUBLISHING PROGRAM AUTHORIZATION AGREEMENT**

This Authorization Agreement ("Agreement") is entered into this \_\_\_\_\_ Day of \_\_\_\_\_, 2012 effective date between VILLAGE PROFILE.COM, INC., a corporation of the State of Illinois, with its place of business at 33 N. Geneva, Elgin, Illinois, 60120 ("PUBLISHER") and **THE CITY OF RAMSEY, STATE OF MINNESOTA ("CITY")**.

**RECITALS**

WHEREAS, the CITY is desirous of obtaining a professionally produced, turn-key Map (PUBLICATION), and WHEREAS, PUBLISHER is in the business of producing such professional, turn-key publications for CITIES and other local community development groups, NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions set forth in this Agreement, the parties agree as follows:

**1. LICENSE.** CITY, as LICENSOR, hereby grants to PUBLISHER, as LICENSEE, a license to use the name of LICENSOR in connection with the sale of advertising, preparation, and printing of the PUBLICATION as set forth herein in consideration of the royalties set forth herein. The PUBLISHER as LICENSEE shall own the legal copyright of the PUBLICATION and shall have final control over the editorial content, format and design of the PUBLICATION, subject to the limitations in Paragraph 4 herein. The PUBLISHERS copyrights and pending patent provides protection rights which will be enforced in the event any component of the Convergence Publishing Program® is replicated in print, or digitally online, or in mobile form without the express written consent of the PUBLISHER.

**2. FORMAT.** The PUBLISHER agrees to produce a street map PUBLICATION with the following specifications: The PUBLICATION shall contain general information and editorial content as directed by the CITY and outlined below: 1. Feature side of Map: Community Profile and photographs to appear as space allows. 2. Cover side of Map: Four color guaranteed. A detailed street map of the City shall appear detailing municipal boundaries, all primary, secondary, neighborhood roads and municipal landmarks. The PUBLICATION shall be printed on 70# enamel text paper stock in full color.

**3. QUANTITY TO BE PRINTED.** The PUBLISHER shall furnish the CITY, at no charge 5,000 copies of the Small Format Map, plus advertisers copies. Advertisers shall receive one copy of the PUBLICATION for every (\$20) twenty dollars in ad revenue. The PUBLISHER shall deliver CITY and advertiser copies to CITY for distribution.

**A. LOCAL PRINT POLICY:** CITY printing firms shall be given the opportunity to bid on the printing of the publication, subject to meeting PUBLISHER's quality standards and their bids must be less than PUBLISHER's current verifiable print cost including shipping to the CITY.

**4. QUALITY CONTROL.** The CITY shall have complete quality control over the contents of the PUBLICATION. The PUBLISHER shall submit to the CITY a complete proof prior to printing the PUBLICATION. The CITY shall be responsible for securing map data from city or county engineers, as well as editorial and photographic data as specified by PUBLISHER. In addition, CITY shall be responsible for reviewing and approving the Publication in a time table determined by PUBLISHER. The PUBLISHER reserves the right to assume full authority in procuring PUBLICATION data through its sources, in the event PUBLICATION data is not received from the CITY within ten (10) business days of data procurement receipt deadlines, to be established at beginning of start of sales.

**5. RESPONSIBILITY FOR CREATION AND PRODUCTION.** The PUBLISHER shall be completely responsible for advertising sales, cartography, creative design, layout, typesetting, makeup and printing of the PUBLICATION. It is further agreed that the PUBLISHERS graphic designer shall consult with the CITY in creating the cover graphics to CITY specifications.

**A. Mailings & Promotion:** The CITY hereby expressly grants the PUBLISHER its permission to solicit advertising space in the PUBLICATION from all businesses in the community area. At the beginning, mid point and final notice of the advertising sales campaign, the CITY agrees to circulate an introduction letter, via email blast, fax blast and conventional mail to its businesses announcing the PUBLICATION. The PUBLISHER shall prepare the initial announcement and mid-point and final announcement and the CITY may edit the letter prior to generating it via email blast, fax blast and conventional mail. The CITY shall provide the PUBLISHER, at no cost, with letterhead, envelopes, and labels necessary for the conventional mailing. The PUBLISHER shall pay the cost of postage for the mailing, and do the mailing from the PUBLISHERS office in Elgin, Illinois. The CITY agrees to encourage advertising support in its community and to publicize the intent, scope and distribution plan for the PUBLICATION through its normal channels of communication, that is newsletters, newspapers, local media, etc. The PUBLISHER shall provide a PUBLICATION announcement press release to the CITY to forward to all local media outlets.

**B. Advertising Sales, Billing and Collection Responsibility:** The PUBLISHER shall be solely responsible for the sale of advertising in the PUBLICATION. The CITY agrees to provide PUBLISHERS advertising sales representative with work space in the CITY's office and a telephone for calls to prospective advertisers. In addition, the CITY agrees to accept and record incoming messages for PUBLISHERS salesperson, to facilitate the efficiency of the sales campaign. It is expressly understood by and between the parties that the CITY is in no way responsible for the billing or collection of any PUBLICATION advertising. All financial matters between advertisers and the PUBLISHER shall be handled between the PUBLISHER and the individual advertisers.

**C. Delivery of Publication:** All critical dates shall be reflected in the production schedule. The production schedule shall be provided to the CITY upon the start of the project. Delays in receiving materials from the CITY shall result in a later delivery date, based on the number of week(s) that materials are delayed arriving in our offices. In the event approvals are not received within (30) thirty days of delivery of document proofs, the PUBLISHER reserves the right to publish the PUBLICATION as originally presented in proof form. Production of the PUBLICATION requires a minimum of 120 days from the conclusion of sales to delivery of the PUBLICATION. A revised production schedule will be provided in the event sales extend beyond the dates originally scheduled.

**6. EXPENSES OF CITY.** It is expressly understood that the CITY is not to be billed for any expense not enumerated in this Agreement except as to what it may specifically agree to in writing.

**7. INDEMNIFICATION AND AGREEMENT TO HOLD HARMLESS.** PUBLISHER executes this AGREEMENT in its capacity as an independent contractor and not as an agent of or for the CITY. Accordingly, PUBLISHER shall indemnify and hold the CITY harmless from any action arising from the content of the PUBLICATION or from the performance of the PUBLISHERS obligations under the terms of this AGREEMENT. This AGREEMENT shall not be construed to create a liability between third parties and the party not incurring the cost or expense. Accordingly, each party shall hold the other harmless for any and all claims or lawsuits for such costs and expenses brought by third parties against the party not incurring the expense.

**8. AGENCY.** The PUBLISHER agrees that it is not an agent or representative of LICENSOR, and PUBLISHER shall not represent itself as such to the public. The PUBLISHERS sales personnel shall at all times identify themselves as representatives of PUBLISHER. The PUBLISHER, as an independent publishing corporation, assumes full responsibility for the editorial, marketing, sales, and production of the PUBLICATION, and hold by virtue of this Agreement a license from LICENSOR to use its name only in reference to the sale, production, and promotion of the PUBLICATION, which is owned by PUBLISHER, and all revenue produced from the sale of advertising in the PUBLICATION belongs solely to PUBLISHER, subject to the limitations provided for in paragraph 6.

**9. NON-ASSIGNABILITY AND LIST PROPERTY.** The duties and obligations created hereunder may not be assigned without the express written consent of the parties.

**10. SCHEDULING.** Start of advertising sales for this project shall be mutually determined by the PUBLISHER and CITY. The project shall encompass a minimum of 7 months to complete, from start of sales.

**11. INTERNET PROGRAM.** In conjunction with the printed PUBLICATION, the PUBLISHER shall include all components of the Convergence Publishing Program® including a publication website, an interactive downloadable eBook, a Mobile Business Directory. A SmartPhone application publication website (includes both the iPhone and Android platforms) and a Local Business Search Directory featured within the online publication, all part of this PUBLISHING agreement outlined below.

**A. ONLINE PUBLICATION:** Within 60 days of delivery of the publication, the PUBLISHER shall convert the editorial and photographic elements of the publication into a community website to be contained within the Village Profile-Community Profile Network® portal on the Internet. The CITY and PUBLISHER shall provide reciprocal hyperlinks from their respective websites, upon activation of the CITY-Village Profile community website on the Community Profile Network®. The PUBLISHER shall maintain your online PUBLICATION website indefinitely on the Community Profile Network®, or until the current online publication is replaced with another Village Profile PUBLICATION. CITY Email address; \_\_\_\_\_ Internet address; \_\_\_\_\_

**B. BONUS INTERNET DISTRIBUTION.** Within 90 days of delivery of the publication, the PUBLISHER shall convert the PUBLICATION into a New View eBook™, which will be linked from your online publication website, for free download via the Internet.

**C. BUSINESS LOCATOR DIRECTORY.** Within 60 days of delivery of the publication, the PUBLISHER shall create an interactive business locator map directory within the community website, featuring participating advertisers print ads in conjunction with a locator map, locating their business.

**D. 24/7 MOBILE NETWORK.** Within 90 days of delivery of the publication, the PUBLISHER shall convert the PUBLICATION participating advertisers directory into the PUBLISHERS Community Business Network™ portal at vpmobile.us®, providing 24/7 access to your participating advertisers, including a business categorical directory listings and links to instant phone dial-up, websites and email addresses, all accessible via smart phones, web-enabled cell phones and other wireless devices.

**NEW ONLINE BENEFITS IN 2011!**

**E. SMARTPHONE APPLICATION:** Within 90 days of delivery of the publication, the PUBLISHER shall convert PUBLICATION elements into the Village Profile® SmartPhone application community portal, (includes both the iPhone and Android platforms), establishing a SmartPhone application publication page for the CITY, featuring CITY contact information, links to the publication editorial chapters, the CITY website, the publication participating advertisers business directory and App Showcase ads, with links to their business website.

**F. CONVERGENCE BUSINESS NETWORK®.** Within 90 days of delivery of the publication, the PUBLISHER shall convert the PUBLICATION advertisers into an online business directory hosted within the Convergence Business Network®, accessible from the online PUBLICATION website created for the CITY. Participating publication advertisers will be featured with an enhanced multi-media information window linked from the advertisers business directory listing. All participating advertisers will be provided a login password to a landing page that will enable them to manage uploads to their multi-media business listing information and access to our eMail Marketing System, that will provide them the ability to message their promotions in Text, Audio, Video and Coupon form to other participating advertisers in the business directory, for just 5¢ per email sent.

**G. LOCAL BUSINESS SEARCH DIRECTORY BENEFITS.** Village Profile online publications feature a Local Business Search Directory hosted by Local.com. Within 30 days of publication advertising sales close, all participating advertisers will receive a free business listing on Local.com national search directory. In addition, participating advertisers will be offered a premium listing for a monthly rate of \$39.95, that will guarantee top of local search page positioning on the Village Profile online publication search directory. The online publication search directory is exclusive to publication advertisers. The local search is determined by product relevance and radius from search location.

**H. Universal Business Listing (UBL) PUBLICATION SALES PROGRAM.** As part of a Village Profile® Publishing Agreement all CITY advertisers will be given an opportunity to purchase a UBL Identity Package at the published rates. As a courtesy to all participating advertisers, they will receive a discounted UBL rate and a free courtesy WebCard.

**12. DELAY OR CANCELLATION.** The PUBLISHER shall have the right to delay production and reschedule sales, or terminate this project if the CITY have in the last thirty (30) days prior to sales start, or during the sales process of this publication, sponsored or sold any display advertising in a competitive publication. In addition, the PUBLISHER shall have the right to invoke this contract clause due to catastrophic delays caused by fire, strikes, accidents, political or economic conditions, or other causes beyond the control of the PUBLISHER.

The above representations are the entire agreement of the CITY and PUBLISHER signatory to this Agreement.

\_\_\_\_\_  
Publishers Representative, Village Profile.com, Inc.  
Authorized Representative of THE CITY OF RAMSEY, STATE OF MINNESOTA ("CITY").

By \_\_\_\_\_ Date \_\_\_\_\_

## Aaron Backman

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**From:** Michael Nugara [miken@villageprofilemail.com]  
**Sent:** Friday, February 17, 2012 12:21 PM  
**To:** Aaron Backman  
**Cc:** Alan Zahringer  
**Subject:** City of Ramsey, MN-VillageProfile.com, Inc. Map Contract  
**Attachments:** RamseyContract.pdf; ATT00001.txt

Aaron Backman  
City of Ramsey

Dear Aaron,

Attached is your proposed publishing Map Contract with VillageProfile.com., Inc.

Your contact Alan Zahringer will be following up with you shortly to answer any questions or concerns.

Upon approval and signature, please fax to 847-468-6801.

Thank you for the opportunity!

Sincerely,  
Michael D. Nugara  
Director of Business Operations  
VillageProfile.com, Inc.®  
800-600-0134, ext. 218  
[miken@villageprofilemail.com](mailto:miken@villageprofilemail.com)

Visit Communities Across America and Maximize Your Marketing Online by linking your Business website to your local Community at:  
<http://www.villageprofile.com>

Visit Colleges & Universities Across America at:  
<http://www.collegetownprofile.com>

iPhone App Download:  
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Android App Download:  
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Learn about the Village Profile® exclusive Convergence Publishing Program® at:  
[http://www.villageprofilemedia.com/infomedia/vpt2d07/t2d\\_med.html](http://www.villageprofilemedia.com/infomedia/vpt2d07/t2d_med.html)

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