



**PRIME ADVERTISING & DESIGN, INC.
& THE CITY OF RAMSEY
COMMUNITY RESOURCE & RESIDENTS' GUIDE**

Prime's Deliverables:

- Collaborate with City staff to develop informative, insightful and entertaining content. Prime will develop an editorial menu and provide a minimum of one (1) original piece of content authored by Prime Staff. Prime will also provide photography services via staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.
- Advertising sales to businesses in and around the Ramsey community.
- A minimum of 11,000, 4-color Guides will be printed. Prime reserves the right to increase or decrease the quantity printed.
- Direct mailing of Guides to all homes, apartments and businesses in Ramsey.
- Conversion from print into a digital edition format for use on City website. The 'turn-page' digital edition includes links to websites and emails of all advertisers, as well as relevant content.

City of Ramsey Deliverables:

- The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage.
- Editorial support to Prime staff in developing timely and relevant content and photography.
- Editing, proofing and approval of Guide content.



**AGREEMENT BETWEEN THE CITY OF RAMSEY AND
PRIME ADVERTISING & DESIGN, INC.
FOR THE PUBLICATION OF THE
CITY OF RAMSEY RESIDENTS' GUIDE**

This agreement made and entered into this ____ day of _____ 2019, by and between the CITY OF RAMSEY, a municipal corporation, hereinafter referred to as "City" and PRIME ADVERTISING & DESIGN, INC., a corporation doing business at 6450 Wedgwood Road North, Suite 100, Maple Grove, Minnesota, 55369, hereinafter referred to as "Prime."

The parties wish to reduce to writing the terms and conditions regulating the production and distribution of said Community Resource & Residents' Guide™ "Guide." Based upon mutual considerations contained herein, the parties agree as follows:

Purpose of Guide

The Guide is a comprehensive communication resource for residents in the Ramsey community as well as surrounding areas. The Guide will promote a positive image of the area by providing concise, timely, accurate, and useful information about the City, the member businesses, and the Ramsey community, which will help promote the economic growth and tourism.

Size

The Guide shall be an 8.25" x 10.75" four color process with bleeds, magazine-style, saddle-stitched publication. Prime reserves the right to increase or decrease the number of pages depending on the availability of advertising.

Advertising

Prime shall be solely responsible for selling ad space to advertisers on such terms, conditions and at such prices as Prime determines. Prime will indemnify and hold harmless the City for any and all claims of any kind or nature arising out of the advertiser's content within any publication of said Community Resource & Residents' Guide.

Publication Dates

Prime will provide an approximate production and mailing schedule annually, which both parties will make every reasonable effort to meet.

Publication

The City shall be responsible for the preparation, submission of articles and photos for the Guide. Prime Staff will author a minimum of one (1) original piece of content. Prime will also provide photography services, as needed, via a staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey. Prime will work with the City to develop a content schedule and editorial menu.

Each Guide shall contain a disclaimer statement, approved by the City, to the effect that the advertisers offset the costs of the Guide and that Prime, not the City, is in total control of the advertising content of the Guide. Prime will also receive approval from the City for any special insertions to the Guide unless the insertion items are at the City's request.



Production

The City shall be responsible for providing Prime with any electronic copies of articles they would like included, as well as any photos (either electronic or actual) to be published. Prime may also provide photos and/or stock art in the design/layout of the Guide with final approval by the City. Prime warrants it has rights to the photos and/or stock art it provides and will indemnify and hold harmless the City from any and all claims arising from copyright infringement relating to the use of said photos and/or stock art in the design/layout of the Guide. Prime shall be responsible, subject to this agreement, for all aspects of production of the Guide including, but not limited to, design, layout, printing and post-production delivery of all Guides.

Ownership/Copyright

Prime shall own the copyright of the Guide, provided that each party shall retain ownership rights, including copyright, of their respective independent contributions to the Guide. As owner of the copyright of the Guide, Prime shall have the right to reproduce and distribute all or part of the Guide for any purpose.

Distribution

Prime, through the U.S. mail, shall distribute the Guide. Prime is responsible for receiving routes, count information, and mailing of Guides accordingly. The Guide shall be distributed to each residential unit, including apartments, townhouses and condominiums, and to each business located within the geographic confines of the City of Ramsey, except for Post Office Boxes. Approximately two hundred (200) additional copies shall be initially delivered to the City at no charge. The City may request additional copies as needed. Prime shall provide the City with a digital edition of the Guide for posting on the City website.

Publishing Fee

The City shall pay a per issue comprehensive publishing fee of \$6,500. This includes all services outlined under Prime Deliverables including editorial, design, production, printing and mailing.

Additional charges will apply to the City when an item(s) is inserted in the Guide at the City's request. Cost will depend on the size and weight of item inserted. Cost of insertion items weighing more than 1/2 ounce will be handled on a case-by-case basis. Prime shall not insert any item without prior review and approval by the City.

Printing, postage, and mailing costs will be reviewed annually as postal routes change.

Term

The initial term of this agreement will be for three years for the City of Ramsey Community Resource & Residents' Guide with sales and production starting upon execution of this agreement. The terms of this agreement will be reviewed, and a longer-term contract may be agreed and executed by both parties in September of the 3rd contract year.

Termination

Each party shall retain the right to terminate this agreement by giving 180 day written notice to the other party of such termination.

Independent Contractor Indemnification

It is understood and agreed that Prime is an independent contractor and is not an employee of the City. As such, Prime agrees to indemnify, save and hold harmless the City from any and all claims of every kind and nature which may arise out of the advertising content of any Guide and Prime's performance of this contract. In turn, the City agrees to



indemnify, save and hold harmless Prime for any and all claims of every kind and nature which may arise from the article content of any said Guide publication and the City's performance of this contract. Any disputes arising out of this agreement shall be decided according to the laws of the State of Minnesota and venue in a Minnesota court of competent jurisdiction.

In witness whereof, the parties hereto have entered into this agreement as of the day and year first above written.

CITY OF RAMSEY

City/Organization

By

Its

Printed Name

Date

PRIME ADVERTISING & DESIGN, INC.

Contractor

By

President/CEO

Its

Mark J. Murray

Printed Name

June 20, 2019

Date



PRIME ADVERTISING GUIDELINES – Exhibit A

Advertising Content: In its agreements with advertisers, the agreements shall clearly indemnify and hold harmless the “City” for any and all claims of any kind or nature arising out of the advertiser's display advertising content.

Prime shall obtain family-friendly commercial messages and/or advertisements consistent with the following guidelines. Any commercial message or advertisement which contains any of the following characteristics or which is of the type or category listed shall be and hereby are expressly prohibited:

1. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products.
2. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials.
3. Promotion for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.
4. Advertisements containing material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, marital or parental status, military discharge status, source of income, or sexual orientation.
5. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.
6. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials.
7. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards or standards of appropriateness for governmental or family audience.
8. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under these guidelines.

All advertising shall conform to guidelines above and must be approved by the “City” before production. The City approval process will require Prime to submit a proof of all proposed advertisements to the City, including content, size and proposed placement. The City retains absolute discretion to reject any proposed advertisement and Prime shall have no claim for damages or other loss related to any such denial and shall further defend and indemnify the City from any claims by advertisers related in any way to the City’s rejection of a proposed advertisement.