

Proposal for Communications, Marketing and Promotional Services



Proposal Number: 34765-75648

Prepared for: Hardee County Economic Development Council

Prepared By: David Kiessling, Central Florida Media Group



“Traditional marketers looking to garner interest from new potential customers are like lions hunting in the jungle for elephants. The elephants used to be in the jungle in the '80s and '90s when they learned their trade, but they don't seem to be there anymore. They have all migrated to the watering holes on the savannah (the internet). So, rather than continuing to hunt in the jungle, we recommend setting up shop at the watering hole or turning your website into its own watering hole.”



A LITTLE BIT ABOUT US

"We help organizations develop effective marketing, advertising and public relations campaigns that produce results"

BACKGROUND

The Central Florida Media Group is a multimedia publishing company that helps organizations develop effective marketing, communication and advertising campaigns that produce results. The company has developed three lines of business.

CFMG's core competencies includes magazine publishing in print and online and across social media channels. The publication titles include the Central Florida Ag News, The Blueberry News and The Peach News, Central Florida Health News, Central Florida Doctor, and Central Florida Physician's Directory and the Webber Alumni News.

Much of what we do well includes targeted media services. We help organizations market products and services to highly targeted audiences. One of our core strengths is content creation. We are blessed with an exceptionally talented and experienced team of writers, photographers, designers, videographers, producers and developers that work on our magazines and company websites. They are experts in creating relevant, interesting, timely, entertaining and original content essential to improve search engine visibility, generating leads and new business development opportunities.

Central Florida Media Group, based in Winter Haven, was founded in 2010. Our ranks have grown to 45 media professionals and our portfolio of magazines now has a combined reach in excess of 175,000 readers.

EXPERIENCE

The Central Florida Media Group publishes seven magazines and provides content creation services for a wide ranges of clients.

A vast majority of the CFMG team members have worked for large diversified media companies and have decades of experience helping clients develop effective marketing, advertising and public relations campaigns that deliver results.

PHILOSOPHY

Central Florida Media Group positively impacts the area's key business sectors through socially responsible and tightly focused publishing as well as quality services that reach a variety of niche readers and industries.

1. STATEMENT OF UNDERSTANDING

JUNE 13, 2015

CENTRAL FLORIDA MEDIA GROUP
56 FOURTH STREET NW, SUITE 100
WINTER HAVEN, FL 33881

28
6/30/15
4:31 pm

WRP
6/30/15
4:31 pm

1/3
6/30/15
4:31 pm

STATEMENT OF UNDERSTANDING

We, **Central Florida Media Group**, hereby acknowledge and declare that:

- (i) We are aware of Hardee County Economic Development Council's goals and objectives as outlined in the Request for Proposals for Communications, Marketing and Promotional Services
- (ii) In addition, we confirm that we have received, read and understood the requirements outlined in the Request for Proposals for Communications, Marketing and Promotional Services
- (iii) We agree to conduct our activities in accordance with Hardee County Economic Development Council's policies and understand that breaching these standards may result in disciplinary action up to and including termination or other legal remedy available to the organization.

Sincerely,



Nelson Kirkland
Central Florida Media Group



1.1 GOALS & OBJECTIVES

GOALS

Attract new businesses that will generate high paying jobs and contribute to the Hardee County economy

OBJECTIVES

- ▶ Develop an effective communication plan that will build awareness for Hardee County EDC mission to attract new business to the area.
- ▶ Develop an effective marketing plan targeted at site selectors with the goal of attracting new business.

1.2 WORK PLAN - PROJECT RECOMMENDATIONS

INBOUND MARKETING

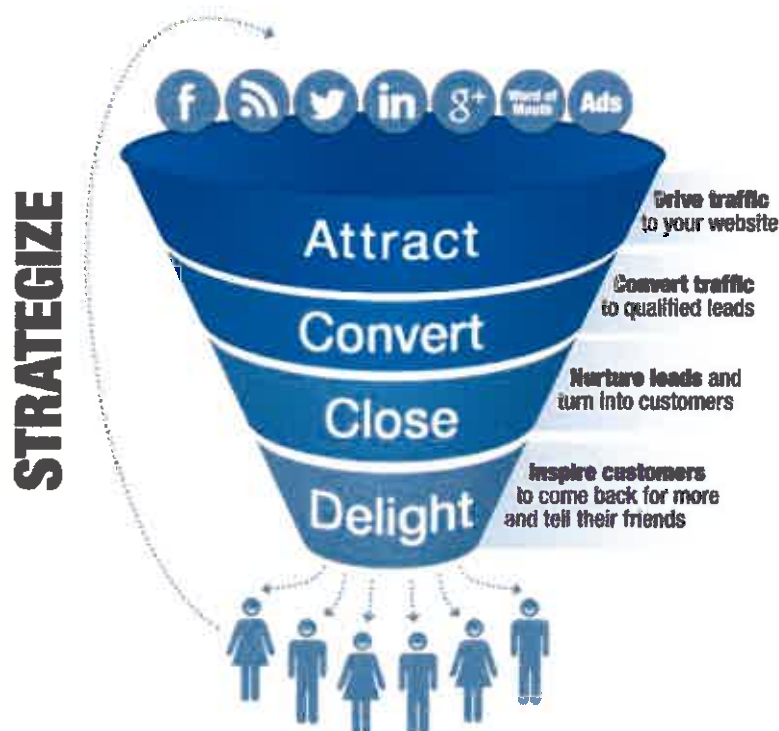
The Central Florida Media Group recommends the Hardee County EDC consider an inbound marketing approach. Instead of the old outbound marketing methods of buying ads, buying email lists, and hoping for leads, inbound marketing focuses on creating quality content that attracts prospects toward your organization. By aligning the content you publish with your customer's interests, you naturally attract inbound traffic that you can then convert, close, and delight over time. This is accomplished through quality content creation distributed across online, social media and other media channels.

CREATE MARKETING PEOPLE LOVE.

By publishing the right content in the right place at the right time, your marketing becomes relevant and helpful to your customers, not interruptive. Now that's marketing people can love. Sharing is caring and inbound is about creating and sharing content with the world. By creating content specifically designed to

appeal to your dream customers, **inbound** attracts qualified prospects to your organization and keeps them coming back for more.

- **Content Creation + Distribution-** Create targeted content that answers prospects' and customers' basic questions and needs, then share that content far and wide.
- **Lifecycle Marketing-** Promoters don't just materialize out of thin air: they start off as strangers, visitors, contacts, and customers. Specific marketing actions and **tools** help to transform those strangers into promoters.
- **Personalization-** Tailor your content to the wants and needs of the people who are viewing it. As you learn more about your leads over time, you can better personalize your messages to their specific needs.
- **Multi-channel-** Inbound marketing is multi-channel by nature because it approaches people where they are, in the channel where they want to interact with you.
- **Integration-** Content creation, publishing and analytics tools all work together like a well-oiled machine - allowing you to focus on publishing the right content in the right place at the right time.



Develop a Targeted Marketing Approach

A light bulb and a laser emit the same amount of light. The focused energy of the laser allows it to make a far greater impact on a targeted area. The Hardee County EDC would be best served by focusing on highly targeted audiences.

Focus on Benefits - Small Changes Can Make a Big Difference

Making small changes to a rocket's flight trajectory shortly after launch can make a big difference as it approaches its target destination millions of miles away. Why should I open, expand or relocate my business to Hardee County? How you answer this question can make a big difference. Focus on benefits instead of features.

Generating More Lead by Expanding the Sales Funnel

Basketball star Michael Jordan was asked by a reporter after a game how he was able to score so many points night after night. He replied simply: "I take a lot of shots at the basket." The more traffic you send to the top of the sales funnel the more prospects and leads you'll harvest from the bottom of the funnel. To generate more leads means taking more "shots at the basket."

Telling the Hardee County EDC Story: We are ready.

1. Hardee County wants your business. We'll do our best to help you manage the risks of setting up shop in our community
2. Hardee County EDC provides a streamlined permitting process to help you fast-track the construction, permitting and hiring process
3. Hardee County EDC is blessed with experienced leaders with deep roots in the community who have years of experience helping businesses relocate, open and expand.
4. Hardee County EDC's education partners are here to assist with workforce training and development
5. Hardee County offers a skilled and educated workforce at competitive labor costs
6. Hardee County is centrally located with access to major highways, intermodal facilities and seaports
7. Hardee County is centrally located and accessible to larger markets.

Recruiting Dream Tenants

There are many communities throughout the country that offer extensive tax breaks and incentives with the goal of luring new businesses to their community. Once the tax breaks and incentives expire the businesses are quick to close their doors and move on to a new location. While tax breaks and incentives are important focusing on non-price benefits will help to target and recruit dream tenants that are committed to the community for the long-term.



“The internet is like a popularity contest. The more people that vote for you, the more likely it is you’ll make prom queen or class president or even chess club secretary. When content is really good, people want to link to it. That’s how the search engines knows your content is good – lots of people have linked or “voted” for it.”

1.3 MILESTONES

Below are list of milestone recommendations designed to help Hardee County EDC “get found” along with a completion date.

PRESS RELEASES	COMPLETION
Develop a monthly press release highlighting on economic development news and events. Objective: Build awareness, generate leads, recruit and retain stakeholders	MONTHLY
BLOG POSTS	COMPLETION
Develop weekly blog post showcasing economic development news and events. Objective: Increase website traffic; Improve search engine rankings	WEEKLY
E-NEWSLETTER	COMPLETION
Develop quarterly e-newsletter targeted at Hardee County economic development community. Objective: Build awareness; Improve communication to interested audiences. Recruit and retain stakeholders. Update media partners	QUARTERLY
INBOUND MARKETING CAMPAIGN	COMPLETION
Develop quarterly inbound marketing campaign designed to generate a leads. Use a wide variety of free and paid advertising vehicles to drive traffic to a landing page on Hardeebusines.com. Campaign would include the development of content such as an E-book or white paper that would be perceived as valuable to a site selector. Landing page to include a call-to-action and a submission form designed to capture lead information. Campaigns to be targeted based on vertical industry segment, geography, and job title etc. CRM tool (Salesforce, Zoho) recommended but not required. Objective: Generate Leads	QUARTERLY
EDC MAGAZINE	COMPLETION
Produce annual magazine for distribution to the Hardee County EDC community. Objective: Build awareness; Generate leads; recruit and retain stakeholders	ANNUAL

1.3 MILESTONES

SPONSORED CONTENT ARTICLES	COMPLETION
<p>Develop annual sponsored content articles for industry trade journals showcasing Hardee County. Examples of sponsored content articles can be found in many popular business magazines like Fortune and Inc.</p> <p>Objective: Increase website traffic; Generate leads</p>	ANNUAL
SEARCH ENGINE MANAGEMENT CAMPAIGN	COMPLETION
<p>Develop a monthly search engine management campaign designed to improve on-page and off-page referrals. Formerly known as Search Engine Optimization (SEO)</p> <p>Objective: Increase website traffic; Help Hardee County EDC "Get Found"</p>	MONTHLY
SEARCH ENGINE MARKETING	COMPLETION
<p>Develop a monthly search engine marketing campaign (Pay-per-click or keyword advertising) linked to landing page.</p> <p>Objective: Generate Leads</p>	MONTHLY
DIGITAL ADVERTISING CAMPAIGNS	COMPLETION
<p>Develop monthly digital advertising campaigns to deliver display advertising (banner advertising) to highly targeted audience (desktop and mobile) across a network of thousands of websites. Ads can also be targeted to Hardeebusiness.com website visitors – a highly effective practice known as retargeting.</p> <p>Objective: Generate Leads</p>	MONTHLY
PITCH BOOK	COMPLETION
<p>Develop Pitch Book for Site Selectors. Review marketing materials and assist with content creation and production as required.</p> <p>Objective: Improve quality of marketing materials</p>	MONTHLY

1. 3 MILESTONES

SOCIAL MEDIA MARKETING

Develop social media marketing program targeted at the Hardee County EDC community (Facebook, Linked In and Twitter). Includes development of an editorial calendar. For best results a supplemental Facebook advertising campaign is recommended.

Objective: Increase search engine rankings; Generate leads; enhance public opinion

COMPLETION

DAILY

VIDEO PRODUCTION

Produce a short video showcasing opportunities for distribution on Hardeebusiness.com

Objective: Develop marketing tool; enhance public opinion. Recruit and retain stakeholders

COMPLETION

ANNUAL

WEBSITE LANDING PAGES

Develop Landing Pages Hardeebusiness.com with calls-to-action with the goal of converting website visitors into leads

Objective: Generate Leads

COMPLETION

AS REQUIRED

WEBSITE DEVELOPMENT

Provide website development services as required. Projects may include fixing issues with current website or producing new content (articles, slides, photo galleries etc).

Objective: Improve usability; increase website traffic

COMPLETION

AS REQUIRED

1. 4 QUARTERLY BENCHMARKS

A core principle of the inbound marketing model involves driving more visitors to your website. Think of your website as a sales funnel. The more traffic you send to the top of the funnel the more leads you'll produce from the bottom of the funnel. Google analytics website traffic reports offer an inexpensive way to establish benchmarks and track performance from your marketing activities. Below is a very simple example that measures one of the many key performance indicators used to measure the success of an inbound marketing campaign.

Q3 2015

Increase website traffic (user sessions) by 20% compared to same period the previous year
Increase the number of leads generated by 20% compared to same period the previous year

Q4 2015

Increase website traffic (user sessions) by 20% compared to same period the previous year
Increase the number of leads generated by 20% compared to same period the previous year

Q1 2016

Increase website traffic (user sessions) by 20% compared to same period the previous year
Increase the number of leads generated by 20% compared to same period the previous year

Q2 2016

Increase website traffic (user sessions) by 20% compared to same period the previous year
Increase the number of leads generated by 20% compared to same period the previous year

1A AND 1B – CLIENT SUCCESS STORIES

The Central Florida Media Group has an extensive and diverse client portfolio. Below is a list of selected economic development clients and projects.



CENTRAL FLORIDA DEVELOPMENT COUNCIL

Content Creation

Developed weekly articles focusing on investor partners for CFDC website and e-newsletter.

Results

Improved public relations effort to recognize investor partners for their contribution to CFDC.

WINTER HAVEN ECONOMIC DEVELOPMENT COUNCIL

Content Creation

Created economic development content for the Winter Haven Development Council website.

Results

Helped introduce site selectors to the Winter Haven area.

LAKE WALES ECONOMIC DEVELOPMENT COUNCIL

Website

Development

Worked with executive staff and board members to develop a new website

Results

Instrumental in helping drive several large tenant leads for the Longleaf Industrial Park

HAINES CITY ECONOMIC DEVELOPMENT COUNCIL

Website

Development

Worked with executive staff to develop a new website

Results

Instrumental in helping generating several large new industrial park tenants that resulted in annexation of more land for future tenants.

1A AND 1B – CLIENT SUCCESS STORIES



SIX TEN LLC

Press Release

Six Ten LLC is a commercial real estate investment firm with holdings in downtown Winter Haven. CFMG produced and distributed press releases for Six Ten's new tenants.

Results

100% of the press releases were published by local media outlets



LAKE WALES ECONOMIC DEVELOPMENT COUNCIL

Website Articles

and

Quarterly

Newsletter

CFMG "ghost writes" monthly columns on economic development topics. The columns are distributed on the LWEDC website and also distributed as a quarterly newsletter to local media outlets, investor partners and LWEDC economic development community.

Results

Instrumental in helping drive several large tenant leads for the Longleaf Industrial Park and has also generated follow-up articles from local media outlets.



HAINES CITY ECONOMIC DEVELOPMENT COUNCIL

Video Production

Worked with executive staff and board members to produce a short video targeted at site selectors

Results

The video is currently in production and will be featured on the HCEDC website.



HAINES CITY ECONOMIC DEVELOPMENT COUNCIL

Identity

Development

Worked with executive staff and board members to develop a new logo and branding.

Results

Currently in production. The goal is to develop a unified identity between the City of Haines City and the Haines City EDC.

2. REFERENCES

CONTACT INFORMATION

David Petr
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Central Florida Development Council
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david@cfdc.org

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Lake Wales Chamber and Economic Development Council
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Cyndi Jantamaso
Director
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Kerry Wilson
President
Six Ten LLC
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kwilson@sixtenllc.com

3. DETAILED FEE ESTIMATES

PRESS RELEASES

\$250.00 MO.

Press releases to include up to 400 words. Distribution costs available for additional fee. Distribution costs vary widely depending on the target audience. Distribution fees can range from \$200 to \$2,000. Additional production hours billed at \$125 hour (uncommon).

Production Hours: 2 hours

Production Schedule: Monthly

Annual Budget: \$3,000 plus third-party distribution costs

BLOG SERVICE

\$250.00 WEEK

Weekly blog service to include up to 400 words. Additional production hours billed at \$125 hour (uncommon).

Production Hours: 2 hours

Production Schedule: Weekly

Annual Budget: \$13,000

E-NEWSLETTER PRODUCTION

\$500.00 QTR

E-newsletter setup fee cover the cost to create a template and import e-mail recipients. Distribution costs available for additional fee. Distribution costs vary depending on the e-mail distribution service and the number of emails included on the distribution list. Additional production hours billed at \$125 hour

Production Hours: 4 hours

Production Schedule: QUARTERLY

Annual Budget: \$20,000 plus third-party distribution costs

3. DETAILED FEE ESTIMATES

INBOUND MARKETING CAMPAIGN

\$5,000 MO.

Covers the cost to plan, execute and measure campaign. Cost of paid advertising vehicles and services used to drive traffic to the website available at an additional fee. Additional production hours billed at \$125 hour.

Production Hours: 40 hours

Production Schedule: QUARTERLY

Annual Budget: \$20,000 plus third-party distribution costs

EDC MAGAZINE

TBA

Magazine production and distribution costs vary widely depending on format, production specifications, advertising production costs and distribution. Magazine production can range from \$15,000 to \$60,000 per issue depending on the requirements. Detailed specifications are required in order to provide a cost estimate.

Production Hours: TBA

Production Schedule: Annual

Annual Budget: TBA

SPONSORED CONTENT ARTICLES

\$5,000

Covers cost to produce sponsored content for distribution on Hardee County EDC marketing channels and trade industry magazines. Media costs available at for an additional fee. . Additional production hours billed at \$125 hour.

Production Hours: 40

Production Schedule: Annual

Annual Budget: \$5,000 plus third-party distribution costs

3. DETAILED FEE ESTIMATES

SEARCH ENGINE MANAGEMENT

\$1250 MO.

Covers the cost to manage search engine management campaign (on-page and off-page). Additional production hours billed at \$125 hour.

Production Hours: 10 hours

Production Schedule: MONTHLY

Annual Budget: \$15,000

SEARCH ENGINE MARKETING

\$1250 MO.

Covers cost to manage search engine keyword advertising campaigns. Additional production hours billed at \$125 hour. Does not cover third-party network advertising fees.

Production Hours: 10

Production Schedule: MONTHLY

Annual Budget: \$15,000 plus third-party advertising fees.

DIGITAL ADVERTISING

\$2,500 MO.

Covers cost to produce and execute digital advertising campaign on AdRoll or comparable display advertising network. A minimum ad spend of \$5,000 is recommended in order to generate the level of advertising impressions needed to produce the amount of leads necessary to generate a small number of new tenants. Does not cover third-party network advertising fees. Additional production hours billed at \$125 hour.

Production Hours: 20 Hours

Production Schedule: MONTHLY

Annual Budget: \$15,000 annual budget plus third-party network advertising fees.

3. DETAILED FEE ESTIMATES

PITCH BOOK/SALES COLLATERAL MATERIALS DEVELOPMENT

\$2,500

Covers the cost to develop pitch book or sales collateral materials. Additional production hours billed at \$125 hour. Does not cover printing costs.

Production Hours: 40 hours

Production Schedule: ANNUAL

Annual Budget: \$2,500 plus printing fees

SOCIAL MEDIA MANAGEMENT

\$1250

Covers cost to manage social media marketing campaigns. Additional production hours billed at \$125 hour. Supplemental social media network advertising campaign is recommended in order to maximize reach.

Production Hours: 10

Production Schedule: MONTHLY

Annual Budget: \$15,000 plus social media network advertising costs

VIDEO PRODUCTION

TBA

Covers cost to plan, produce and edit a short video production for distribution on Hardeebusiness.com or for presentation at Hardee County EDC stakeholder meeting. Price includes two rounds of edits. Detailed specifications are required in order to provide a cost estimate. Production hours billed at \$300 hour.

Production Hours: Variable

Production Schedule: ANNUAL

Annual Budget: \$12,000 Estimate plus third party fees

3. DETAILED FEE ESTIMATES

WEBSITE DEVELOPMENT

\$125 HOUR

Covers the cost to provide website development services for Hardeebusiness.com. Additional production hours billed at \$125 hour (HTML, CSS). Projects requiring advanced programming skills available at \$200 hour (uncommon).

Production Hours: 1 Hour

Production Schedule: As required

Annual Budget: N/A

3. PRODUCTION BUNDLES

BASIC	PREMIUM	DELUXE
\$5,000 MONTH	\$10,000 MONTH	\$15,000 MONTH
<small>* third party services and media fees not included</small>	<small>* third party services and media fees not included</small>	<small>* third party services and media fees not included</small>
Press Releases	Press Releases	Press Releases
Social Media Marketing	Social Media Marketing	Social Media Marketing
Blog Service	Blog Service	Blog Service
E-Newsletter	E-Newsletter	E-Newsletter
Inbound Marketing	Inbound Marketing	Inbound Marketing
Sponsored Content	Sponsored Content	Sponsored Content
Sales Collateral Material	Sales Collateral Material	Sales Collateral Material
Website Development	Website Development	Website Development
40 HOURS	80 HOURS	120 HOURS

4. POINT OF CONTACT

David Kiessler
Central Florida Media Group
56 Fourth Street NW Suite 100
Winter Haven, FL 33881

david@centralfloridamediagroup.com

863-248-7537
863-582-9747 Fax

5. TEAM MEMBERS

MEET THE CENTRAL FLORIDA MEDIA GROUP TEAM.



NELSON KIRKLAND

Founder

The company's founder, Nelson Kirkland, is no stranger to Central Florida or publishing. Nelson started Central Florida Media Group in March of 2010 after having spent 24 years with the New York Times Regional Media Group. Nelson was considered in the NYT co. Top 100 talent. He is the former publisher of the Winter Haven News Chief and the former director of advertising for The Ledger (Lakeland, Florida).

Allocated Time: 10%



DAVID KIESSLING

Digital Strategist

David has been helping clients build effective print and digital marketing strategies for over 26 years. He has worked in digital operations for large diversified media companies including Journal Communications, Howard Publications, Morris Communications, PowerOne Media, and the New York Times Regional Media Group.

Allocated Time: 20%



CELESTE JO WALLS

Editor

Four months after the company's establishment, Celeste came on board and brought with her 10 years of writing and journalism experience, providing key expertise in niche market magazines for the print and digital platform as well as social media management. Before joining CFMG, she received her Bachelor's Degree from Rollins College, and was the editorial director for a home improvement magazine in Central Florida.

Allocated Time: 10%

5. TEAM MEMBERS

Meet the Central Florida Media Group team.



JOE BRADDY

Writer

Joe Braddy is an exceptionally talented writer, editor, journalist and 35-year veteran of the newspaper business. Joe worked for The New York Times Regional Media Group as a Managing Editor.

Allocated Time: 50%



RICK PEZZIMENTI

Photography

Rick Pezzimenti is an award-winning family and commercial photographer who best known for his photographic contributions to the Central Florida Media Group portfolio of magazines. Rick's photographs have been featured on the covers of many Central Florida Media Group magazines.

Allocated Time: 5%



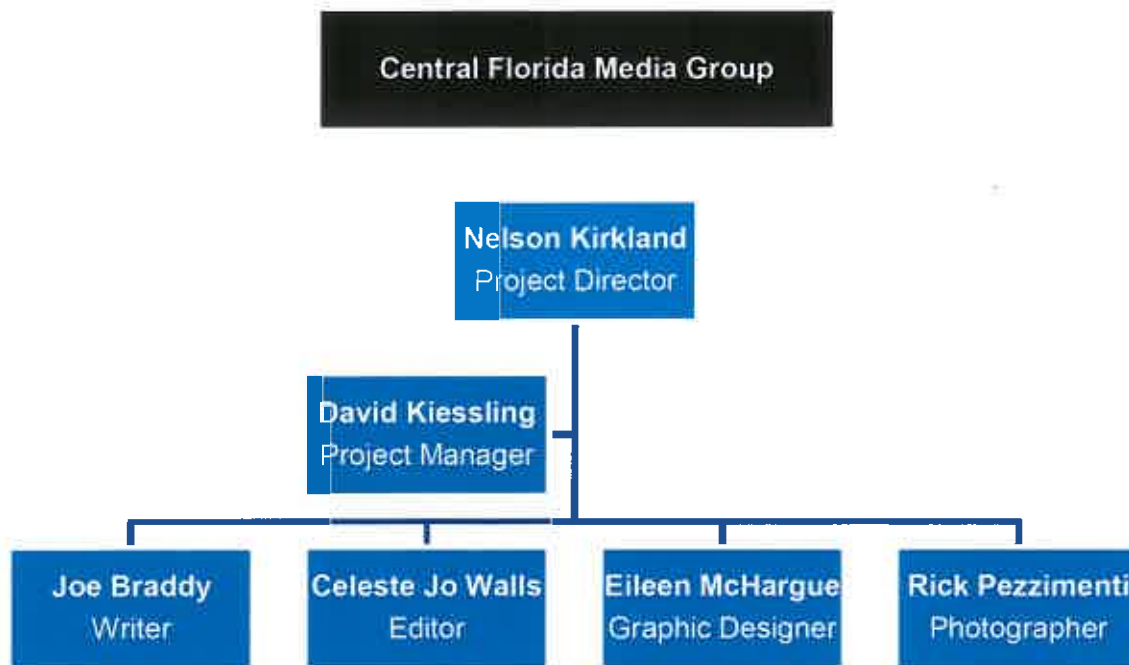
EILEEN MCHARGUE

Graphic Designer

Eileen McHargue has been producing layout and design concepts for Central Florida Media Group magazines since 2010. Eileen also worked for many years in the ad production department of the Ledger Media Group.

Allocated Time: 5%

6. PROPOSED ORGANIZATIONAL CHART



7. ANNUAL BILLINGS OF TOP 5 CLIENTS

1. Client 1 - \$63,640
2. Client 2 - \$52,418
3. Client 3 - \$30,000
4. Client 4 - \$22,530
5. Client 5 - \$21,519

8. TOTAL ANNUAL BILLINGS

The Central Florida Media Group is a privately held company with a diverse client base and solid financial foundation.

Year	Annual Revenue
2014	\$752,216
2013	\$701,767
2012	\$599,075

9. OVERVIEW OF LOST CLIENTS

The Central Florida Media Group provides marketing, advertising and public relation services for 170 accounts and has not lost a single significant client.

10. PROFESSIONAL ASSOCIATIONS

The Central Florida Media Group are members of the following professional associations

Winter Haven Chamber of Commerce
Lake Wales Chamber of Commerce
Plant City Chamber of Commerce
Haines City Chamber of Commerce
Auburndale Chamber of Commerce
Florida Magazine Association
Polk County Farm Bureau
Polk County Medical Association
Central Florida Development Council

11. SUBCONTRACTED WORKERS

The Central Florida Media Group developed relationships with an exceptionally talented group of writers, photographers, videographers, graphic designers and developers that work on our seven magazines and company websites. Using subcontracted workers allows us to offer competitive rates and the flexibility to quickly reassign projects as required in order to meet deadlines.

CFMG has a staff of 4, with 41 outsourced contractors at our disposal. Each contractor offers a unique knowledgebase and expertise. We work with agriculture experts to write ag-related articles, we work with health experts to write health-related articles. We work with graphic designers to help design company logos. We work with e-commerce specialists to help design the online stores.

“Every web page has the potential to rank well in search engines and draw traffic from other sources, like social media sites and the blogosphere. Of course, whether a page draws traffic (and links) depends on whether it's optimized and how remarkable (useful, interesting, etc.) it is. Blogging is a great way to add interesting content to your site so you can get more traffic and leads.”

TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS FOR USE OF CENTRAL FLORIDA MEDIA GROUP LLC SERVICES

In this agreement (the "Agreement"), the words "you" and "your" or the "Customer" refer to the party utilizing the Central Florida Media Group Services and the term "Central Florida Media Group Services" refers to any service or services (including, but not limited to writing, editing, design, data, research, and reference services) provided by Central Florida Media Group and/or its affiliated correspondents.

CFMG RESPONSIBILITIES:

CFMG agrees to provide the deliverables of the CFMG Media Services Order Form as identified above to the Customer. Any change in the Scope of Work shall be mutually agreed via a written Change Request, which shall include any change in the duration and price arising out of such change. No such change in Scope shall be effective unless above conditions are fulfilled. The customer hereby accepts and understands that CFMG may, for the performance of work in accordance with the scope mentioned in the Order Form, assign the work or a portion thereof to a contractor(s) of its choice. CFMG or its appointed contractor(s) may not be able to provide its services during Force Majeure conditions and shall not be liable (during the period of Force Majeure) to the customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the service, if the delay or failure was due to Force Majeure conditions affecting its ability to perform any of its obligations under this Agreement including Acts of God, fire, flood, earthquake, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, Power or Internet Outage, etc.

YOUR RESPONSIBILITIES:

The Customer will be responsible for: assigning a coordinator who will be authorized to deal with CFMG on matters relating to the services supplied; providing CFMG or its appointed contractor(s) with any materials or information or data necessary to carry out the project.

WORK FOR HIRE:

CFMG agrees and understands that its creation and authorship of any and all materials and documents under this agreement for the Customer constitutes a work made for hire, as that term is defined in Section 101 of Title 17 of the United States Code (the "Copyright Act"). The Customer shall at all times retain the sole and exclusive ownership rights and intellectual property rights such as copyrights, trademarks, service marks, and patents for all products custom produced by CFMG for the Customer by this agreement.

IDEMNIFICATION:

Customer's indemnification: the Customer shall indemnify, defend, and hold harmless CFMG, its appointment contractor(s), and its directors, officers, employees, agents, affiliates, and subsidiaries against and from all losses, judgments, damages, claims, liabilities, costs or expenses (including without limitation, reasonable attorney's fees and expenses) that may at any time be incurred by any of the following:

- a) relating to bodily injury, death or real or tangible personal property damage (excluding software, data and related documentation) resulting from the Customer's or Customer's agents willful misconduct or gross negligence; and
- b) in connection with the Customer's failure to comply with any laws or regulations relating to the services with which the Customer is required to comply.
- c) in connection with infringement of any third party rights caused by any of the inputs/materials provided by the Customer.
- d) provided further that CFMG or its appointed contractor(s) shall not be liable to indemnify the Customer in the event any losses due to infringement or misappropriation if such infringement or misappropriation arise as a result of: Any materials or Intellectual Property furnished by the Customer and utilized by CFMG or its appointed contractor(s) in providing services;
- e) Compliance by CFMG or its appointed contractor(s) with the Customer's instructions, specifications, modifications, etc;

f) Modification of the work or work product by a party other than CFMG or its appointed contractor(s) which is not under CFMG's control; Use of either the whole or any portion of the work produced, services or deliverables in combination with any third party work/goods/products/services not furnished or recommended by CFMG or its appointed contractor(s).

TERMINATION:

Either Central Florida Media Group or the Customer shall have the right to cancel this agreement for any reason given 30 days written notice.

LIMITED LIABILITY:

In no event will CFMG be liable for: damages exceeding 0.025% of the services invoiced and collected, any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the service, or any information, or transactions provided on the service, or downloaded from the service, or any delay of such information or service; any claim attributable to errors, omissions, or other inaccuracies in the service and/or materials or information downloaded through the service.

GENERAL:

The Customer confirms that it shall not employ or contract any of CFMG's contractors, contributors, employees, or its appointed contractor's employees, directly or indirectly during the term of this Agreement and for a period of 18 months thereafter. The Customer shall not contact any employee or contractor of CFMG or its contractor's employees for any reason whatsoever beyond the requirement of this project. The Customer shall also not employ or contract any of CFMG's ex-employees or ex-contractors, directly or indirectly, for a minimum period of 18 months after their separation from CFMG without the consent of CFMG. For the purposes of this section, "indirectly" shall mean through another company acting as an agent. CFMG may at its sole discretion assign and/or sub-contract its rights and duties hereunder. Nothing contained in this Agreement shall restrict CFMG or its contractor(s) or its employees from the use of any general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the unaided mental impressions of CFMG's or its contractor's personnel relating to the services which, individually or jointly, is developed or disclosed under this agreement; provided, however, that in doing so there is no (a) infringement of the intellectual property rights of any party or third parties who have licensed or provided materials to the other party, or (b) breach its confidentiality obligations under this agreement. CFMG or its appointed contractor(s) may use the Customer's name and logo as a reference for marketing purposes only. Legal claims made or suits brought in respect of services provided by CFMG or its contractor(s) or its employees under this agreement are to be subject to the jurisdiction of the state where CFMG's registered home office is located.

CONFIDENTIALITY:

All information (commercial, technical, strategic and including the terms of this agreement) exchanged by one party to another shall be kept confidential by the other party and be disclosed to its employees or contractors who need to know only for the execution of this contract; but the foregoing shall not apply to any content or other materials, data or other information which are (a) public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party; (b) already in lawful possession of the recipient at the time of disclosure; (c) received by recipient from any third party without any obligation of confidentiality; (d) independently developed by the recipient without regard to confidential information; or (e) if any court order compels either party to disclose the confidential information.

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