



November 23, 2015

Kevin Timony
Assistant to the Village Manager
Village of Grayslake

Dear Kevin,

This Statement of Work for a marketing plan deliverable (this "SOW") is dated as of November 23, 2015 (the "SOW Effective Date") and executed by and between the Village of Grayslake and echogravity, Inc. ("echogravity").

Scope of Work

echogravity will work on behalf of the Village of Grayslake and deliver the following services under this agreement.

1. A detailed marketing plan that may be used for the execution of marketing activities over the 2016 calendar year on behalf of the Esper A. Petersen Foundation Family Aquatic Center.
2. Twelve month calendar of events with a detailed financial budget, up to \$80,000.
3. A resource plan required to implement the marketing plan.
4. Activities incorporated within the final plan will include, but are not be limited to:
 - a. Content
 - b. Mailings
 - c. Email
 - d. Social Media
 - e. Campaigns

FIXED FEE: \$6,800

Time Frame

This project will commence on November 30, 2015, with a projected delivery date on or before December 31, 2015.

Payment Terms

In exchange for the services delivered under this "SOW", the Village of Grayslake will be invoiced in two separate installments. An amount of \$3,400 will be initially due upon signing this agreement, and the final installment of \$3,400 will be due N15 upon the delivery of the plan.

If you agree to the terms set out in this letter, please sign below.

Thank you for the opportunity. We look forward to working with the Village of Grayslake.

Sincerely,

Signed:



Kevin O'Brien
echogravity

10-20-15
Date

UBK 
Signature

Mike Ellis, Village Manager
Name and Title

11-24-15
Date

Details regarding this Agreement

- echogravity personnel may be interchanged in order to deliver these services. A single point of contact will be assigned for this project and will remain as the project manager accountable to the Village of Grayslake.
- Village of Grayslake personnel will be available to echogravity within reasonable timeframes; and vice versa.
- Both Parties agree to keep the trade secrets and confidential information of the other Party confidential within the boundaries of that Party and its contractors and agents.
- Both Parties agree to a mutual non-solicitation of employees from either organization for a period of 24 months from the point at which all Agreements between the Parties have been terminated.
- Any additional work or time requests beyond this proposal will be treated as an addendum with pricing and terms outlined accordingly.
- echogravity makes no express warranties and disclaims all implied warranties, including implied warranties of merchantability and fitness for purpose. This is a services contract not involving the sale of goods or products.
- Village of Grayslake agrees that echogravity's liability hereunder for damages, regardless of the form of action, shall not exceed the charges paid by Village of Grayslake for the echogravity services that caused the exact loss.
- Both parties agree and consent that any action brought against either party to enforce the terms of this Agreement, including any addendum, be venued in Cook County, Illinois and be construed under the laws of the State of Illinois.
- In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.