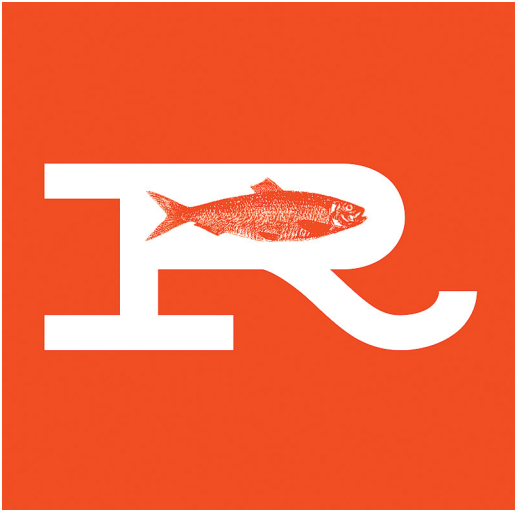


**RED HERRING DESIGN**

Proposal for  
**THE BESSER MUSEUM**  
Marketing and Design Support  
Retainer Proposal  
September 12, 2024



## MARKETING AND DESIGN SUPPORT RETAINER PROPOSAL

We propose a 12-month retainer beginning In January 2024 to address upcoming needs in visual design and marketing materials.

In order to begin work, we propose an initial payment of \$1,500 with the remaining 11 months of retainer billing billed at \$1,500. Annual total: \$18,000. The retainer agreement can be terminated with 30-day written notice by either party.

We assume that text, proofreading and principal imagery will be provided by the client, and that any outside expenses (stock or commissioned photography and illustration, printing, shipping, mailing costs etc.) will be billed additionally.

We area able to do video editing and simple animation in-house. Should more complex or lengthy editing be required, we may require compensation in addition to the retainer to accomplish the project. We also reserve the option to partner with a freelance motion editor/designer. We will always discuss and provide estimates in advance of incurring any costs.

The retainer could cover all visual design needs—rebranding applications to business materials (letterhead, business cards, signage), social media campaigns, postcard and merchandise creation for shop, newsletters and fundraising mailers, rack cards, billboards, print and digital ads, and promotional materials (wouldn't it be great to have a handout with all of the common fossils found in the area so kids going to the fossil park could ID their finds?) The retainer could also cover some overages in web maintenance as I imagine a 5 hour monthly allotment may be too little at times.

## RETAINER AGREEMENT

This Retainer Agreement (the “Agreement”) is entered into January 1, 2024 (the “Effective Date”) by and between Red Herring Design, Inc. (the “Consultant”) located at 7705 US Highway 23 South, Ossineke, MI, 49766 and The Besser Museum for Northeast Michigan (the “Company”) located at 491 Johnson Street, Alpena, MI 49707 also individually referred to as the “Party”, and collectively the “Parties”.

IN CONSIDERATION OF the Consultant providing expertise and services, and the Company receiving and providing compensation for the expertise and services, the Parties agree to the following:

### SERVICES

The Consultant agrees to perform the following services (the “Services”) for the Company: Ongoing visual design including but not limited to: marketing and fundraising support, flyers, invitations, signage, advertising, email graphics, programs, social media campaigns, image editing, digital assets, graphic applications to merchandise, postcards, etc.

### COMPENSATION

Company agrees to pay the Consultant \$ \$1500 for first month, then \$1500 per month for the next 11 months (\$18,000 annually) to perform the Services. The Consultant will invoice the Company monthly for the Services performed and all pre-approved expenses incurred during the previous month. The Company must pay the invoice within thirty (30) calendar days of the date on the invoice. Payments must be sent via electronic payment or check as follows:

DIRECT DEPOSIT:	CHECK:
JP Morgan Chase Bank	Janet DeMatteis
ACCT #222732213	150 Burns Street, 6D
ROUTING #021000021	Forest Hills, NY 11375

### EXPENSES

The Consultant is entitled to reimbursement for all reasonable and necessary expenses incurred in the course of providing the Services. The Company must pre-approve all expenses/all expenses over \$100. The Consultant must include receipts for all reimbursable expenses.

### TERM AND TERMINATION

This Agreement will begin on the Effective Date and will continue on a month-to-month basis for 12 months.

Unless otherwise agreed this agreement will automatically renew with a 5% cost of living increase annually under the same terms and conditions. Either Party may terminate this Agreement at any time by providing the other Party with a thirty (30) day written notice.

The Consultant may terminate this Agreement immediately at any time if the Company fails to pay for the Services or breaches any other material term of this Agreement. The Consultant will be entitled to reimbursement for any outstanding invoices and Services performed but for which the Consultant has not been paid.

The Company may terminate this Agreement immediately at any time if the Consultant fails to provide the Services or breaches any other material term of this Agreement. The Company will be entitled to reimbursement for any money paid for Services that were not received.

## RELATIONSHIP OF THE PARTIES

**NO EXCLUSIVITY.** The Parties understand this Agreement is not an exclusive arrangement. The Parties agree they are free to enter into other similar agreements with other parties. The Consultant agrees the Consultant will not enter into any agreements that conflict with the Consultant's obligations under this Agreement.

**INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

**OWNERSHIP.** All work product created by the Consultant in connection with performing the Services is the exclusive property of the Company.

**CONSULTANT'S USE OF WORK PRODUCT.** The Consultant may show and refer to the work product on its website(s), brochures, social media, and marketing materials that Consultant uses for advertising purposes.

## CONFIDENTIALITY

The Consultant understands the Company's confidential information may be disclosed during the course of executing the Services. The Consultant agrees to use the Company's confidential information solely for the purpose of performing the Services. The Consultant agrees not to share the Company's confidential information unless required to by law. The Consultant's obligation to maintain confidentiality will survive termination of this Agreement and will remain in effect indefinitely.

## DISPUTE RESOLUTION

**CHOICE OF LAW.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by Michigan law.

**NEGOTIATION AND MEDIATION.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation. In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

**ATTORNEY'S FEES.** In the event of Arbitration and/or Mediation, the prevailing party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

## GENERAL

The Parties may not assign their rights and/or obligations under this Agreement.

This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

**SEVERABILITY.** If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

**WAIVER.** Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

**NOTICES**

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

**RED HERRING DESIGN, INC.**

Carol Bobolts  
cb@rhdnyc.com  
212-219-0557 / 917-309-0903 mobile  
7705 US Highway 23 South  
Ossineke, MI 49766

**COMPANY**

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURES**

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**RED HERRING DESIGN, INC.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPANY**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_