



**Proposal:**

CMF Marketing, LLC agrees to assist CITY OF MUSKEGON (CLIENT) with the Lakeshore Art Festival (LAF) proposal outlined below.

**Proposal Outline:** CMF Marketing, LLC will provide the following services to help CLIENT produce the nationally recognized Lakeshore Art Festival (LAF). Project scope will include but is not limited to the following:

- **Exhibitors:** Secure online program (Zapplications) to create registration basis for exhibitors, coordinate and place all exhibitor promotions, and secure exhibitor applications.
- **Committee:** Work with LAF team to solidify fine art / craft exhibitors, food vendors, Children's Lane booths, volunteers, and entertainment. Hold monthly meetings. Manage intern/assistants specifically for LAF.
- **Sponsorship:** Develop sponsorship opportunities, create relationships and secure sponsorship dollars and grants for event.
- **Marketing/Promotions:** Manage and book marketing for event. Work with CLIENT on social media aspect. Create and distribute press releases and email communications. Work with design team to create, coordinate and manage all signage, ads, promotions, website maintenance, etc.
- **Logistics:** Work with the CLIENT to coordinate all logistical needs.
- **Budget:** Manage approved budget while working within the parameters of the CLIENTS needs.

**Contract Dates:**

Contract will begin on **October 1, 2021** and will run through **September 30, 2022**.

**Hours / Fee/ Payment:**

Total project fee will be **\$34,210 plus 10% of total profit**. Project fee will be broken down into **12 monthly** payments of **\$2,850** per month. Payments will begin November 1, 2021 which will include October and November payment of \$5,700. December 1, 2021 through September 1, 2022 invoices will be paid the 1st of each month at \$2,850. In addition to base contract fee, 10% of the total Lakeshore Art Festival profit (income, less expenses) will be rewarded to CMF Marketing, LLC within 90 days of the Lakeshore Art Festival event date and will be due no later than September 30, 2022. Additionally, CMF Marketing will be listed as a sponsor at the Creative Level sponsor for LAF.

CMF Marketing, LLC fees include all of the items listed above plus local travel time. Fees do not include long-distance travel (more than 25 miles from CLIENT office will be charged at current IRS standard business rate) or cost of supplies, materials or products that may need to be purchased as a result of the project. Production of design and printing of collateral materials will be additional fee. CMF Marketing, LLC will submit receipts for additional expenses related to above proposal and will be reimbursed by CLIENT within two weeks of receipt submission.

**Confidentiality / Termination / Indemnification / Force Majeure**

CMF Marketing, LLC will keep confidential information in confidence and, except as expressly provided in this Agreement, will not disclose it to anyone without CLIENT'S prior written consent. CMF Marketing, LLC will not use, or permit others to use confidential information for any purpose other than for the purpose of evaluating possible business arrangements. CMF Marketing, LLC will use its best efforts to avoid disclosure, dissemination or unauthorized use of confidential information. All materials produced and created during this agreement is property of CLIENT. CMF Marketing, LLC may use samples of non-confidential materials for future client engagements.

**Term and Termination.** This agreement will begin on the date that the agreement is signed and continue in effect until the project is complete. The failure of either party to perform any term or condition made or undertaken by it, or the violation of any warranty or representation in this agreement, will be deemed a default of this agreement. If a default occurs and remains uncured by the defaulting party for 10 days after the other party has given written notice of default, the non-defaulting party will have the right to terminate this agreement. The right to terminate will be cumulative and in addition to any and all other rights and remedies available to the parties.

In the event either party is unable to perform its obligations under the terms of this Proposal, despite having taken reasonable precautions, because of acts of God, Event of Force Majeure, pandemic, war, civil commotion, lock downs, terrorism, fire, flood, drought or other casualty, interruption of electrical power or other utilities, or other causes reasonably beyond its control, such party shall not be liable to the other for any damages or future payments resulting from such failure to perform duties outlined within this contract. CMF Marketing, LLC and the CLIENT shall notify each other as soon as reasonably possible following the occurrence of an event described in this subsection.

Upon signature of this document, the "Proposal" becomes a contract between CMF Marketing, LLC and CLIENT unless further agreed or amended.

\_\_\_\_\_  
CLIENT Full Name & Date

\_\_\_\_\_  
CMF Marketing, LLC Full Name & Date



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Professional services agreement between the Muskegon  
Downtown Development Authority and the Muskegon  
Lakeshore Chamber of Commerce

The Muskegon DDA and the Muskegon Lakeshore Chamber of Commerce agree to the following:

- The DDA will pay for an average of 10 hours of promotion and marketing support services per week for 50 weeks to be provided by the Muskegon Lakeshore Chamber of Commerce for 2022 on an as needed basis.
- The Chamber will charge the DDA \$25 an hour for those services up to a total of \$12,500 for the year. The past month's charges will be invoiced to Dave Alexander, DDA manager, at the first of each month and be accompanied by a list of tasks performed and the number of hours spent on the tasks.
- The downtown promotional and marketing work may include but not limited to website updates, social media management, graphic arts, printed materials, email list management, presentation materials and other promotional-marketing work.
- The work will be coordinated between the DDA manager and Emily Morgenstern for the chamber.
- The agreement is for 2022 but can be voided by either party with 30 days' notice.

Agreed to by:

Dave Alexander, Muskegon DDA manager

Cindy Larsen, president of the Muskegon Lakeshore Chamber of Commerce

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

**Muskegon Downtown Development Authority**

**Agenda item D for 10-12-21**

**Ending office agreement with Muskegon Chamber**

**Requesting party:** City Economic Development

**Outline of request:** Give notice to the Muskegon Lakeshore Chamber of Commerce to end a lease for office space in the chamber offices.

**Background:** Since the merger of the DDA and Downtown Muskegon Now in July 2019, the DDA manager has kept a desk in the Muskegon Lakeshore Chamber of Commerce office suite, 380 W. Western, Suite 202. The arrangement allowed the DDA to have daily contact with the Muskegon business community and chamber partners. The cost was \$500 plus printing costs that averaged \$50 a month. The lease can be ended with 60-day notice.

**Staff comments:** Staff would like to have the DDA manager fulltime at City Hall in the Development Division's office suite. The DDA manager is still able to work remotely in the chamber office when that arrangement is needed. The savings would be \$6,000 plus copy costs per year.

**Staff recommendation:** To end the office lease with the Muskegon Lakeshore Chamber of Commerce.

**Suggested motion:** I move to give notice to the Muskegon Lakeshore Chamber of Commerce to end the DDA's office lease in 60 days.

A letter of understanding between the Muskegon  
Downtown Development Authority and the Muskegon  
Lakeshore Chamber of Commerce

The two parties – the Muskegon Downtown Development Authority (DDA) and the Muskegon Lakeshore Chamber of Commerce (chamber) – agree to the lease of office space from **July 1, 2019 to June 30, 2020**. The chamber will lease approximately 105 square feet of office space to the DDA in its offices in the Hines Building, 380 W. Western Ave. Suite 202, Muskegon, MI

The monthly lease payment will be **\$500**. The lease will include the use of the office space, existing office furnishings, telephone service, information technology with existing computers, network connections, Internet service, reception desk services and copy machine access with a standard per copy cost.

Either party may cancel the lease with 60 days' notice.

Signed by the chamber:

Cindy Larsen

Muskegon Lakeshore Chamber of Commerce president

Date:

Signed by the DDA:

Dave Alexander

Muskegon Downtown Development Authority, business development manager

Date: