

DISCOVER WISCONSIN MEDIA NETWORK & PRODUCTION AGREEMENT

CLIENT INFORMATION			
Company Name	Sauk County		
	<i>(Company Name as it should appear on invoice)</i>		
Billing Address	505 Broadway		
	<i>(Street Address)</i>		<i>(PO Box if applicable)</i>
	Baraboo	WI	53913
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
Billing Contact	Matt Stieve		Parks & Recreation Manager
	<i>(Name)</i>		<i>(Title)</i>
	608-355-4800		matt.stieve@saukcountywi.gov
	<i>Phone #</i>	<i>Cell #</i>	<i>(Email Address)</i>
PARTNERSHIP COST			
Total Investment			
2022: \$25,000			
Payment Terms			
<p>_____</p> <p>\$12,500 due January 31, 2022</p> <p>_____</p> <p>\$12,500 due July 31, 2022</p> <p>_____</p>			
<p>*Price does not include applicable taxes*</p> <p>*Finance charges of 18% annual percentage rate will be assessed on balances not paid by date due*</p>			
<p>PROPOSED BY:</p> <p>Discover Mediaworks, Inc.</p>		<p>ACCEPTED BY:</p> <p>Sauk County</p>	
<p>_____</p> <p>Josh Ostermann Content Marketing & Business Dev.</p>		<p>_____</p> <p>Sauk County Representative</p>	
<p>Date: _____</p>		<p>Date: _____</p>	
TOTAL COSTS			\$25,000
TIMELINE / DEADLINE			JANUARY 2022 – OCTOBER 2022

PROJECT LANGUAGE

Sauk County

This Media Network/Production Agreement serves the interests of the Client (Sauk County), the goals of the campaign by defining the deliverable content of the campaign and productions as described below. Discover Mediaworks is the parent television production company that produces the Discover Wisconsin entertainment series. This agreement also defines the roles and responsibilities of both parties in achieving the goals of the campaign and productions.

1. **SERVICES AND DELIVERABLES:** Discover Mediaworks shall provide all assets within project scope included in agreement. If Discover Mediaworks is unable to deliver any assets by the end of agreement, those assets will be deducted from the total cost of the partnership or Discover Mediaworks and Sauk County will work to find mutually agreeable replacement assets and timeline.
2. **CONTENT DEVELOPMENT AND APPROVALS:** The content and storyline of the production will be developed jointly between Discover Mediaworks and Sauk County. Furthermore, the production must be acceptable to Sauk County, who reserves the right to request slant, style, edits, revisions, or additions to the production per the terms of this agreement during the development and pre-production process, and up to two (2) revisions during post-production/editing process.
 - a) Creative Video Sign-off. Creative outline and direction approval by Sauk County must be completed prior to Discover Mediaworks production. Final script and approved edits by Sauk County must be completed prior to video distribution.
 - b) Creative Non-Video Sign-off. Graphics, copy, social posts, and editorials must be approved by Sauk County prior to Discover Mediaworks (Discover Wisconsin) distribution.
3. **TALENT:** Discover Wisconsin on-air host(s) for all applicable video content to be mutually agreed upon.
4. **PROJECT REVIEW:** Discover Mediaworks will provide Sauk County review (impressions, engagements, etc.) updates a minimum of one (1) time throughout project year.
5. **COMPLIANCE:** Discover Mediaworks will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements. Both parties also agree to the terms and condition in exhibit A
6. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure event means, in relation to either party, any event or circumstance beyond the reasonable control of that party including act of God, fire, explosion, flood, epidemic, pandemic, power failure, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes. A party affected by the Force Majeure (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible.

PROJECT SCOPE

Sauk County Receives:

Broadcast Component

Discover Wisconsin Season 35 Partnered Episode

- One (1) produced one-half hour Discover Wisconsin television episode featuring Sauk County
 - One (1) segment (approx. four (4) – five (5) minutes in length) in four (4) segment, 22-minute episode (additional segments are shared with participating partners)
 - Discover Wisconsin on-air host
 - Production to take place in 2022
 - One (1) – two (2) days of field production (video footage acquisition)
 - Two (2) airings on Discover Wisconsin Television Network over multiple fiscal years (2022-2023)
 - First airing scheduled for Season 35 (Nov. 2021 – Oct. 2022)
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin’s App for up to five (5) years
 - App available on multiple streaming platforms (subject to change)
 - Videos will be broadcast and delivered on any new platforms developed within five (5) year window
 - Five (5) year window begins upon placement on streaming platforms and social media, no later than December 31st, 2022
 - Placement of series on Discover Wisconsin’s YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin’s Facebook page in perpetuity
 - Availability to list select events during weekly broadcasts within two (2) year airing window
 - “Episode Page” on *discoverwisconsin.com* specific for two (2) fiscal years
 - Landing page designed with key episode and production information
 - Use of “2022 Choice Destination” Discover Wisconsin logo for any marketing
 - One (1) “The Bobber” editorial blog shared with participating partners
 - Blog to promote episode
 - Three (3) e-newsletter promotions (features or mentions) promoting episode
 - Promotion of episode on all Discover Wisconsin social media and digital platforms
 - 350,000-500,000 estimated impressions in promotion of episode
 - Promotion of Discover Wisconsin episode on one (1) The Cabin Podcast
 - Podcast hosts will promote episode prior to episode premier on broadcast/OTT
 - Public Relations press release to Wisconsin newspapers and key publications

PROJECT SCOPE

Sauk County Receives:

Video Component

Digital Short (*Streaming Only*):

- One (1) part short-form digital Discover Wisconsin video (Original Short)
 - Video is up to six (6) minutes in length
 - Up to one and one-half (1.5) days of field-production
 - Includes pre and post-production
 - Includes Discover Wisconsin on-camera host, including voice over, if desired
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's App for up to five (5) years
 - App available on multiple streaming platforms (subject to change)
 - Videos will be broadcast and delivered on any new platforms developed within five (5) year window
 - Five (5) year window begins upon placement on streaming platforms and social media, no later than December 31st, 2022
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - One (1) "The Bobber" editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sauk County
 - One (1) e-newsletter promotion (features or mentions) promoting video
 - Promotion of series on all Discover Wisconsin social media and digital platforms
 - Minimum 150,000 guaranteed impressions in promotion of video

Shared Media

- Each video will be shared with client via a unique URL to embed each video story on their website(s) and/or social media

Non-compete

- It is further understood that Discover Wisconsin is a registered trademark of Discover Mediaworks, any video, electronic or audio reproduction, alteration or rebroadcast of these episodes or any portion thereof, as produced by Discover Wisconsin, without the express written approval of Discover Mediaworks, is strictly prohibited
- Broadcast components are subject to pre-emption and other acts, circumstances or occurrences which are beyond the control of Discover Mediaworks

Exhibit A

SAUK COUNTY

STANDARD CLAUSES

(Discover Wisconsin Media Network & Production Agreement)

1. **Insurance.** During the term of this Agreement, Discovery Mediaworks, Inc.(Contractor) shall, at Contractor's sole cost, maintain the following insurance:

Comprehensive General Liability Limits: \$1,000,000 bodily injury/ property damage.

Excess Umbrella Liability Limits:
\$1,000,000.

Worker's Compensation:

- a. Coverage A: Limits – Statutory
- b. Coverage B: Employer's Liability Limits
- c. Bodily Injury by Accident - \$100,000 each accident minimum
- d. Bodily Injury by Disease - \$100,000 each employee minimum
- e. Bodily Injury by Disease - \$500,000 policy limit minimum

Professional Liability:
\$1,000,000

Certificates of insurance are required for all policies. The Certificate of General Liability Insurance & Excess Umbrella Liability shall name the County as an additional insured on the policy and must require that a thirty (30) day cancellation notice be given to the County. An updated copy of the Certificate must be provided anytime a change is made to any policy.

2. **Effective Date.** The effective date of this Agreement shall be the date of the last signature.

3. **Standard of Care.** The same degree of care, skill, and diligence shall be exercised in the performance of this agreement as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

4. **Survival.** The warranties, representations and covenants of this Agreement shall survive completion of the Services under this agreement or any termination of this Agreement.

5. **Notices.** Any legal notice required by this Agreement shall be made in writing to the address specified below:

County: Sauk County Clerk
 505 Broadway
 Baraboo, WI 53913

With a copy to: Matt Stieve
 S7995 White Mound Dr.
 Hillpoint, WI 53937

Discover Mediaworks: Josh Osterman
 4801 Hayes Rd.
 Madison, WI 53704

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the parties.

6. **Termination, General.** This contract may be terminated by either party at any time upon 30 days written notice to the other party. Upon termination, for any reason, County's liability shall be limited to the services authorized and satisfactorily rendered by Provider through the date of termination as reflected by invoices timely submitted.

7. **Termination, Breach of Contract.** In the event of a breach of this contract by Contractor, County may, in its sole discretion, declare this contract to be terminated. Upon such termination, County shall provide written notice to the other party within a reasonable amount of time. This right shall be in addition to any and all other rights and remedies hereunder and at law or in equity. Exercise of this right shall not constitute a waiver of any other rights or remedies hereunder or at law or in equity.

MEDIA NETWORK/PRODUCTION AGREEMENT

8. **Waiver.** A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
9. **Successors and Assigns.** The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, the partners, in the case of an LLC its members. to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
10. **No Construction Against Either Party.** This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.
11. **Multiple Originals.** This contract may be executed in multiple originals, each of which together shall constitute a single agreement.
12. **Captions.** The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.
13. **Statutory Protections.** It is agreed by the parties that nothing in this contract, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of the County of any immunity, liability limitation or other protection available to the County under any applicable statute or other law. To the extent that any provision of this contract is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either statutory or contractual, provide a greater benefit to the County shall apply unless the County elects otherwise.
14. **Open Records Law Compliance.** Contractor understands and agrees that, because County is a party to this contract, provisions of the Wisconsin Open Records Law and other laws relating to public records may apply to records kept by Contractor and/or the County. Contractor agrees to fully comply with such laws, and to cooperate with County in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to County or others upon the request of County. Compliance and cooperation of Contractor shall be at its sole cost and expense.
15. **Integration.** This contract represents the entire and integrated contract between the parties. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this contract.
16. **Relationship of Parties.** Nothing in, or done pursuant to, this contract shall be construed to create the relationship of employer and employee, principal and agent, partners, or a joint venture between County and Contractor. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the County's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the state revenue and taxation law, the state workers' compensation law and the state unemployment insurance law. This contract shall not be construed as creating any joint employment relationship between the Contractor and the County, and the County will not be liable for any obligation incurred by Contractor including but not limited to unpaid minimum wages, overtime premiums, unemployment insurance benefits, worker's compensation benefits, health insurance, health benefits, disability benefits, or retirement benefits. Contractor is not entitled to receive any benefits from County's or to participate in any County benefit plan.
17. **Governing Law, Jurisdiction and Venue.** This contract shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this contract. The parties further agree that the venue for any legal proceedings related to this contract shall be Sauk County, Wisconsin. The foregoing shall not be construed to limit the rights of a party to enforce a judgment or order of the above court in any other jurisdictions.
18. **Competence, Solvency.** Contractor warrants and represents that it is sufficiently experienced and competent to provide, perform and complete all services in full compliance with and as required by or pursuant to this contract. Contractor represents and warrants that it is financially solvent, and has the financial resources necessary to provide, perform and complete the duties and functions in full compliance with and as required by this contract. Contractor shall provide, perform and complete all services contemplated by this contract in an expeditious and proper.
19. **Amendment.** No amendment of this Contract shall be binding unless in writing and signed by all of the parties.
20. **Electronic Signing.** It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, "signatures" may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.