



PUBLISHING AGREEMENT

THIS AGREEMENT is made this _____ day of March, 2020, by and between the Village of Wellington, 12300 Forest Hill Boulevard, Wellington, Florida 33414 (email: pauls@wellingtonfl.gov and lcohen@wellingtonfl.gov), hereinafter referred to as "VOW," and Wellington The Magazine LLC, a Florida corporation, 12794 West Forest Hill Boulevard, Suite 33, Wellington, FL 33414 (email: wellingtonmag@aol.com, bmannings@gotowncrier.com, and jmannings@gotowncrier.com) , hereinafter referred to as "WTM."

RECITALS.

WHEREAS, the VOW desires WTM to publish a special Publication, the "***Village of Wellington's 25th Anniversary Souvenir Magazine***," hereinafter collectively referred to as the "Publication;" and **WHEREAS**, VOW shall use the Publication as its official celebratory magazine, distributed throughout Wellington.

NOW, THEREFORE, in consideration of the sums to be paid as hereinafter provided, as well as the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the parties, the parties do hereby agree as follows:

1. **Appointment as Publisher.** VOW does hereby retain and appoint WTM as the sole and exclusive publisher of the Publication.

2. **Use of VOW logo(s) and images.** VOW does hereby grant WTM a limited license to use VOW name, as well as any and all

logos, trademarks, promotion material, publications, statistical and demographic data, and any other materials or items possessed by VOW that may be deemed necessary by WTM and approved by the VOW as reasonably useful in publishing the Publication, exclusively for the Publication and no other purpose.

3. WTM shall use above-stated items only in relation to the Publication effort, and WTM shall represent to potential advertisers that use of said VOW items are in relation to publishing of this specific Publication only.

4. **Sale of Advertising.** As Publisher of the Publication, WTM shall assume responsibility for and have sole authority to secure and execute advertisement space contracts between advertisers and WTM. WTM shall be responsible for all sales expenses incurred. WTM shall sell advertising space to any interested potential advertisers. Publisher reserves the right refuse advertising, but any such refusal shall be content-neutral.

5. **Production of Publication.** As publisher of the Publication, WTM shall assume all responsibilities of producing the publication.

- Create and supply layout and cover design, graphics and mechanicals
- Typeset all copy
- Produce color separations
- Prepare all files for PDF plating
- Layout and design flow of editorial
- All stripping and printing
- Prepare all scanned photography provided by VOW
- Supply proofs for final review

6. **Time Requirements.** The following schedule of time allocations for each phase of the development and production of the Publication are to be followed for proper execution of this Agreement.

7. **Editorial Content.**

a. *VOW to deliver (electronic file) any and all edit content and photography no later than 90 days prior to publication date. *Please note all editorial submissions are subject to edit and Publisher reserves the right to refuse editorial not deemed acceptable to WTM standards. However, any such refusal will be content-neutral.

b. Example: November 2020 publication - August 31, 2020.
See attached schedule for exact deadline dates, Exhibit A

c. **WTM** will provide to VOW the following proofs:
All original manuscripts, information and design for review via electronic PDF pages and editing prior to print activity. **WTM** will provide these items to the VOW with 7 days to allow VOW staff to properly and completely review all submittals.

8. **Description of Publication.** The Publication will be titled *VILLAGE OF WELLINGTON "25th Anniversary Souvenir Magazine."* The publication shall consist of 128 pages produced by WTM for VOW.

Further specifications of the Publication shall meet or exceed the following:

- 5,000 copies of ***Village of Wellington "25th Anniversary Souvenir Magazine"***
- The publication will be produced with a trim size of approximately 8 3/8" x 10 7/8".
- Cover will be produced on 100# coated cover with 4-color ink application.
Cover designs and separations shall be furnished by WTM.

- Page count of WTM is projected for publication size equivalent to 128 pages.
- Binding shall be perfect bound.

9. Payment Includes:

a. GOODS/SERVICES

Print 5,000 Units #100lb/#70lb publication
 Delivery to Wellington address provided by VOW
 Distribution (3,000 Bulk Drop throughout Wellington)
 128 Page - Publish electronic version to remain online in perpetuity

b. PRODUCTION/EDITORIAL

4 Editorial Staff Writers
 Supervise Editorial Staff
 Write Feature Content
 Edit All Content
 Production Design All 128 pages - Including High Graphic
 Image Design Cover

10.COST..... \$24,100

11. Due Date

02/19/2020 - 40%
 06/18/2020 - 35%
 10/18/2020 - 25%

12. Copyright and Ownership of Publication. WTM shall retain and have all rights to copyright and ownership of the Publication. Select content, including certain Public Domain photos, graphics and editorial content portions will be provided on appropriate media for VOW upon completion of project for inclusion on VOW website and for use at VOW's sole discretion.

13. **Distribution:** The finished Publications will be delivered to a location designated by VOW. Two weeks prior to delivery of said Publications, publisher shall make a request for exact location and directions.

WTM will publish the Publication as a digital issue online in perpetuity.

14. **Indemnification:** To the extent permitted by Florida Statute section 768.28, VOW agrees to protect, defend, indemnify, and hold harmless WTM, its officers, directors, and employees and representative from all claims, liabilities, damages, losses, expenses, fees and costs, including reasonable attorney's fees and costs at all trial and appellate levels, for which VOW, its officers, directors, employees, officials, and representatives can or may be held liable to the extent caused, directly or indirectly, by its action, inaction, negligence, recklessness, or intentional wrongful conduct WTM shall promptly notify VOW in writing of any action for which WTM believes it is entitled to be indemnified and shall cooperate fully with VOW in responding to any such claims. Nothing herein shall be construed or interpreted as consent by VOW to be sued by third parties, nor shall this Agreement be construed as waiving the sovereign immunity or the limits of liability set forth in section 768.28, Florida Statutes.

15. **Term.** The term of this Agreement shall be one (1) year as of the date first written and executed.

16. **Modification.** This agreement contains the entire understandings of the parties. No representations have been made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any of the terms of this Agreement, unless done in writing and executed by both parties.

17. **Controlling Law and Venue.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of Florida. Venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

18. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or: of any future violation, breach or wrongful conduct.

19. **Notice.** All notices pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand delivery, through the United States Post office by certified mail return receipt requested, or by email. The addresses set forth above for the respective parties shall be the places where notices shall be sent, unless written notice of a change of address is given. Notice shall be deemed upon hand delivery, delivery by the United States Postal Service, or upon email.

20. **Relationship.** Nothing in this Agreement shall be construed as creating a partnership or joint venture relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year herein above set forth.

VILLAGE OF WELLINGTON

WELLINGTON THE MAGAZINE

By: _____
Paul Schofield,
Village Manager

By: _____
Barry S. Manning, CEO

Date: _____

Date: _____

EXHIBIT A

VOW to provide 25th Anniversary Logo	April 2, 2020
Photograph(s) Scan Images with Caption Info	July 1, 2020
Letter from Mayor	August 1, 2020
Letter from Village Manager	August 1, 2020
Editorial Content (if applicable)	August 1, 2020
Review of Proof Process Begins	October 1, 2020
Final Approval of Proof Changes	October 8, 2020
Delivery of Publication	November 16, 2020