



Statement of Work

February 01, 2021

We at Red Cactus Marketing ("Red Cactus") look forward to providing marketing and branding services to the Warren County Career Center ("WCCC" or "Client"). The following table outlines the statement of work (SOW) to facilitate an understanding and agreed upon scope of services to be performed by Red Cactus. Timeline is provided as an estimate with a more detailed project schedule to be developed in further collaboration and agreement with the Client.

Phase	Estimated Costs
Phase I: Research and Discovery <ul style="list-style-type: none"> Data and document review Qualitative research – one day of online focus groups and in-depth interviews (4-6) Quantitative research – Red Cactus provides survey instrument for online survey to be administered by the WCCC team (optional) Red Cactus delivers summary report and online presentation of key findings, recommendations and next steps 	\$5,000
Phase II: Brand Positioning Framework <ul style="list-style-type: none"> Online brand promise workshop to develop 3-4 potential brand promise statement OPTIONAL: Brand promise testing via 3-4 focus groups evaluate potential brand promise statements (value-add, no additional cost, WCCC is responsible for scheduling the focus groups) Red Cactus delivers finalized brand positioning framework to include promise, rationale and attributes Online presentation of the finalized brand positioning framework 	\$4,500
Phase III: Creative Campaign Development <ul style="list-style-type: none"> Development and presentation of two creative concepts with sample executions OPTIONAL: One day of online focus groups (4-5 focus groups at an additional cost of \$2,000) Concept selection and refinement based on testing results Development of brand guidelines (including sample executions to support digital, print and collateral material) 	\$10,000
Phase IV: Brand Rollout Planning and Execution <ul style="list-style-type: none"> Two online workshops to develop a one-year marketing plan Red Cactus will also be available to provide graphic design and content development to support all aspects of your marketing and branding campaign including print, social media, digital and collateral development OPTIONAL: 20-40 additional hours of support to develop specific marketing collateral at additional cost of \$2,500 - \$5,000 	\$2,500
Total Estimated Project Costs	\$22,000

Billing Method:

Upon acceptance of this proposal, Client will be billed the first 50% of the project estimate. The remaining 50% will be billed within 15 days of completion of each phase of the project. All billings will be done in US dollars and all invoices will be provided as a PDF via email, unless Client specifies otherwise.

The Client agrees that a charge of 1.5 percent per month on any unpaid balance will be added to its account beginning 30 days after the date of invoice until payment is received by Red Cactus.

Questions concerning the invoice must be sent by the Client to Red Cactus by email within seven days of the receipt of the invoice.

Invoicing and resultant payments reflect completed phases of the work by Red Cactus and will not be refundable if any SOW is canceled.

Approved travel and other expense billings shall occur upon individual expense and will follow the Client's travel policy if provided at the beginning of the project.

The Client agrees to pay, in addition to the quoted costs, any applicable state or federal sales or use taxes for services delivered. In those states where Red Cactus is required to collect sales or use taxes, these amounts will be separately itemized on the invoices.

General Terms:

Red Cactus will be compensated for all expenses and Agency fees as addressed in this proposal. If additional out-of-scope activities are requested, Client will be informed, in writing, of the Agency fees or projected cost prior to Red Cactus incurring any time or purchasing against these activities.

Client retains all exclusive ownership and title rights to all creative works including, but not limited to, research reports, ideas, creative, images, designs, slogans, materials and plans that are implemented and paid-in-full by Client.

Client agrees to bear any expenses involved in trademark or copyright searches or registrations undertaken by Red Cactus in connection with Red Cactus's performance of this agreement, when such searches or registrations have been pre-authorized by Client in writing.

Should production be required, Red Cactus will submit a cost estimate for written approval. Client shall bear sole liability and shall pay for all obligations incurred by Red Cactus on your behalf within the scope of our authority. However, if at any time during production it is determined that costs will exceed +10% of estimate, Red Cactus will not proceed without express approval from Client.

If applicable, Red Cactus shall be the agent of Client for all purchase of materials and services used in the production of creative materials for you, for all purposes, including but not limited to the obligation of the parties to collect and pay the appropriate state Sales Tax. Client shall bear sole liability and shall pay for all obligations incurred by Red Cactus on your behalf within the scope of our authority.

Client shall be responsible for the accuracy, completeness and propriety of all claims and representations concerning its products and services. Accordingly, Client shall hold harmless, indemnify and defend Red Cactus, its subsidiaries and affiliates, and their partners, officers, agents, employees and directors, from and against any and all claims, demands, judgments, liability, expense, loss or damage, including Agency's attorneys' fees, that they or any of them may suffer or be likely to suffer in connection with efforts undertaken pursuant to the agreement, where such claims, demands, judgments, liability, expense, loss or damage are based upon materials or content suggested, provided or approved by Client. Client shall be responsible for the accuracy, completeness and propriety of all claims and representations concerning Client's products and services appearing in any advertising material, medium or publicity.

Except with respect to matters described in the preceding paragraph, Agency shall hold harmless, indemnify and defend Client from and against any and all claims, demands, judgments, liability, expense, loss or damage, including Client's attorneys' fees, which are based on theories of libel, slander, defamation, invasion of privacy, plagiarism, piracy or idea misappropriation.

In no event shall either party be liable for any special, incidental or consequential damages, even if either party shall have been advised of the possibility of such potential loss or damage.

Client or Red Cactus can abandon or cancel this project at any time upon 30 days written notice. In this event, Red Cactus will be entitled to compensation for all services performed and out-of-pocket expenses incurred. Upon receipt of a written cancellation notice, Red Cactus will reconcile all Agency fees to actual and bill these total fees to Client.

The terms of this statement of work are valid for 30 days after the authorized date indicated below. We reserve the right to revise the schedule and estimated costs after this 30-day period.

Your endorsement of this contact in the space provided below serves as authorization and acceptance of the terms outlined herein and forms an agreement between Client and Red Cactus. Please call with any questions or clarifications, which may affect this proposal.

Agreed and Accepted:

Red Cactus Marketing:

Warren County Career Center:



Beatrice Szalas

Name:

Principal and Chief Collaborator

Title:

02/01/2021

Date:

Upon signing, please email a copy of this SOW to Beatrice Szalas at beatrice@redcactusmarketing.com. Thank you – we look forward to working with you!

Invoicing Information

Please fill out the following information for our billing office. All billings will be done in US dollars and all invoices will be provided as a PDF via email, unless Client specifies otherwise.

Name_____

Title_____

Street Address_____

City_____ State_____ Zip_____

Phone_____

Email_____