

PROJECT AGREEMENT

Berger Strategic Communications & The Lutheran Church of the Resurrection

Date: November 6, 2023

SOW

A. General Information about the Parties:

Lutheran Church of the Resurrection ("CLIENT"), A Wisconsin place of worship, 322 Ohio Street, Racine, WI 53405 and **Berger Strategic Communications Inc.** an Illinois Incorporated company having a place of business at 908 Chatham Drive, Carol Stream, IL ("Berger Strategic Communications" or "BSC").

B. Scope of Work

Berger Strategic Communications will provide all necessary personnel and equipment to execute the project as described within this Agreement. (SEE EXHIBIT FOR DETAILED SOW)

Client will provide the following:

- Church access and permission for onsite video and photography
- Selection of video subjects & schedule coordination
- Shoot location and accommodations at Client including access to power.
- Sufficient information, files, shot lists, etc. to allow BSC to complete work properly.

Assumptions:

- "Client" will allow access to Berger Strategic Communications access to "CLIENT" facilities as required to complete this project. "Client" will make available to "Berger Strategic Communications" all personnel necessary to complete this project faithfully, accurately, and efficiently.

C. Deliverables

Berger Strategic Communications will provide the following deliverables to Client:

- Creation of an updated logo with a color option along with all white and all black and an optional tagline. This will include a round of general ideas which after feedback, will move forward with 2 rounds of additional reviews.
- A written framework document outlining our direction and goals which will impact all other deliverables.



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- Creation of basic brand guidelines that defines fonts, key phrases, colors, etc.
- A short “motion graphic” video (roughly 30-45 seconds) that educates members / potential members on the Vision and Mission of the church featuring stock music for social posts, but silent for lobby monitors. (1920x1080 HD)
- A 120-240 minute video that features interviews with key members and leadership within the church including secondary video (b-roll) overlays.
- 5-8 social media / website / visual display graphics designed to highlight key messages (Vision & Mission, etc.) and events.
- Other multimedia assets to support the design of a new website / social channels.
- Status calls with client as needed.
- Advice and guidance on ways the Client can maintain social media and website content.

Changes to the Deliverables. If Berger Strategic Communications believes that it has been requested to provide Deliverables beyond the scope of the Agreement, Berger Strategic Communications may request additional compensation and adjustments to the Order by submitting a written request to CLIENT detailing the reasons for such additional compensation and schedule adjustment. No work will be done outside of the agreed scope without written authorization, and required payment, if applicable.

D. Payment Terms

Client will pay Berger Strategic Communications a weekly retainer fee of **\$875** for 5 hours of work, both onsite and off, for the duration of 6 weeks, please add 2.9% to the quoted price if paying by credit card.

Unused weekly hours will transfer to the following week for no more than 2 full weeks beyond the agreed contract length. Overages in weekly hours will be taken off the backend of the contract. Additional hours can be purchased as a supplemental agreement based on a rate consistent with this contract.

A report of how hours were used will be provided to the client at an agreed upon time interval.

NO REFUNDS

Late fees will be assessed for any payments not received within 21 days of the due date, at a rate of 5% per month.



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E. Confidential Information

In connection with this Agreement, each of the parties may disclose to the other party information that relates to the disclosing party's business operations, financial condition, customers, products, services or technical knowledge ("**Confidential Information**"). Except as otherwise specifically agreed in writing, each party agrees that: (i) all information communicated to it by the other in connection with this Agreement and identified as confidential; (ii) all information identified as confidential to which it has access in connection with this Agreement; and (iii) all information communicated to it that reasonably should have been understood by the receiving party to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for the purposes of this Agreement. Each party's Confidential Information will remain the property of that party except as otherwise expressly provided in this Agreement. Each of the parties will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Neither party will use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under this Agreement. Upon expiration or termination of this Agreement and completion of a party's obligations under this Agreement, each party will return or destroy, as the other party may direct, all documentation in any medium that contains or refers to the other party's Confidential Information and retain no copies.

F. Independent Contractor Relationship

Berger Strategic Communications is an independent contractor, not an employee or partner of Client. Berger Strategic Communications is solely responsible for all taxes, withholdings, insurance, and any other obligations that may apply to an independent contractor.

G. Ownership of Materials

Berger Strategic Communications will maintain ownership of all materials it creates, except as they are contained in works for hire created for client under the terms of this agreement. The Client will own all final work in perpetuity. BSC reserves the right to use appropriate portions of work for the purpose of showcasing and obtaining future work.

H. Limited Warranty/Indemnity

EACH PARTY WARRANTS THAT NO OBLIGATION TO A THIRD PARTY PROHIBITS IT FROM ENTERING INTO THIS AGREEMENT, AND THAT TO THE BEST OF ITS KNOWLEDGE, THE MATERIALS PROVIDED AND CREATED IN THE SCOPE OF SERVICES UNDER THIS AGREEMENT WILL NOT VIOLATE THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY THIRD PARTY.



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EACH PARTY WILL INDEMNIFY AND RELEASE THE OTHER PARTY FOR ANY CLAIMS, LOSSES OR DAMAGES RESULTING FROM A BREACH OF THE WARRANTIES CONTAINED HEREIN.

I. Limitation Of Liability

UNLESS A RESULT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE AMOUNT OF BERGER STRATEGIC COMMUNICATION'S TOTAL FEES UNDER THIS AGREEMENT.

I. Miscellaneous

This agreement is between Client and Berger Strategic Communications, and neither is allowed to delegate, transfer or assign it to a third party without the written consent of the other.

This is the parties' entire agreement on this matter, superseding all previous negotiations or agreements. It can only be changed by mutual written consent.

The laws of the state of Illinois govern this agreement and any disputes arising from it must be handled exclusively in courts in that state. The prevailing party in any dispute will be entitled to recover reasonable costs and attorneys' fees.

Signing a copy of this agreement, physical or electronic, will have the same effect as signing an original.



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Client Signatures

Berger Strategic Communications Signature

Date: 10 / 06 / 2023

Date: 10 / 06 / 2023

Signature: *Dawn Jacobson*

Signature: *Jeff Berger*

Name: Dawn Jacobson

Name: **Jeff Berger**

Title: Treasurer and Fin Chair

Title: **Owner**

Signature: *Anthony Baumgardt*

Name: Tony Baumgardt

Title: President



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EXHIBIT

Statement of Work

Berger Strategic Communications will provide the following services for The Lutheran Church of the Resurrection:

All video production to include complete creative services throughout, pre-production services, original on-location videography, direction, digital media handling, equipment rental, storage of digital assets, post-production editing, motion graphics for items listed in “Deliverables” above and within the timeframe listed in “Pricing” above. The Client will have the ability to exercise two (2) rounds of revisions to submitted piece(s). Video content will be shared via a PRIVATE YouTube link for reviews. Price includes all creative consulting and support related to deploying video assets for effective event, web and electronic distribution and utilization. All Client logos, graphics, raw footage, sequences, metadata, written assets and project files will remain the property of The Client in perpetuity. The Client will be responsible for obtaining any and all permissions where required in addition to **thorough legal review**. Berger Strategic Communications will provide digital storage for all assets for a period of at least two (2) years - at which time, related files will be purged from Berger Strategic Communications systems. When items outlined in this engagement, Berger Strategic Communications will provide the Client with a link containing final project files, or email final project files. **COVID-19**: Berger Strategic Communications personnel and any subcontractors will abide by all regulations, guidance and use of personal protective equipment as instructed by the Client.

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10 / 06 / 2023
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Sent for signature to Dawn Jacobson (dmj7140@gmail.com) and Tony Baumgardt (abaumga08@yahoo.com) from jeff@bergerstrategiccommunications.com
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10 / 06 / 2023
18:46:37 UTC

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10 / 06 / 2023
18:49:55 UTC

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10 / 06 / 2023
19:59:39 UTC

Viewed by Tony Baumgardt (abaumga08@yahoo.com)
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10 / 06 / 2023
20:00:44 UTC

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COMPLETED

10 / 06 / 2023
20:00:44 UTC

The document has been completed.