

MASON RECRUITMENT REPUTATION AND BRANDING

PRODUCTS & SERVICES AGREEMENT

This Mason Recruitment Reputation and Branding Services Agreement (the "Agreement") is entered into by and between Touchstone, Inc. ("Touchstone") and the City of Mason, Ohio ("Mason"), on this ____ day of _____, 2016.

WHEREAS, the purpose of this Agreement is to provide access to innovative resources to further the City of Mason economic development strategies and goals; and

WHEREAS, it is anticipated that Reputation and Branding Recruitment Services Agreement will be valuable during business recruitment incentive development where such services may leverage companies to make investment decisions in Mason over competing locations ; and

WHEREAS, communicating the competitive advantages of the City of Mason in the target business attraction sectors is critical to gaining economic development momentum within the Cincinnati Region and nationally, and Reputation and Branding Recruitment Services Agreement will secure certain advantages and objectives toward that positioning; and

WHEREAS, this Agreement will provide representative examples of work defining and illustrating how Touchstone has worked with to further their competitive advantage to be used as an example of how Mason may use this knowledge with other current and future corporate partners; and

WHEREAS, this Agreement is part of an economic development incentive to encourage new investment and the creation of jobs and new payroll to Mason and leverages additional private dollars and uses the corporate resources and capabilities of Touchstone to provide city economic benefit; and

WHEREAS, this Agreement outlines the process by which Mason will access such products and services, the current definition of the product and services, a set value for a five-year term of such services, and provide further terms and conditions of said Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Mason will contribute a sum of up to \$100,000 to Touchstone.
2. In consideration of said contribution, Touchstone will commit a total of \$260,000.00 in Reputation and Branding Recruitment Services and establish a "fund" to be utilized by Mason, either for its own use or on behalf of other third parties identified by Mason.
3. Product & Service values shall be identified by using industry standard structures which are incorporated into this Agreement as referenced in **Exhibit A**, attached hereto. (Develop Professional design, brand and consulting services and full and partial merchandise credits, ...)

4. A Definition of Products and Services and how to utilize said services, is attached hereto as **Exhibit B** and incorporated herein by reference. The Definition of Products and Services, in **Exhibit B** are intended to be an outline of current capabilities of Touchstone and not meant to limit any future capability of Touchstone that Mason may choose to access during the term of this Agreement.
5. The Initial Term of this Agreement shall be for five years of services. The parties shall attempt to utilize the Reputation and Branding Recruitment Services by the end of five years. If, at the end of the initial period, Mason has not utilized the full \$260,000 value of the Reputation and Branding Services Agreement, Mason and Touchstone shall have the option of mutually carrying over amounts from year to year and/or extending this Agreement for successive one year periods until such time as Mason has utilized the full fund value of the Reputation and Branding Services.
6. General Process to Access Branding & Reputation Services. Access to the Products and Services are defined within Exhibit B of this agreement.
7. Default and Cure. Either party's failure to comply with any of the covenants, agreements, or conditions contained in this Agreement which shall continue for a period of sixty (60) days after written notice thereof shall constitute a default. If, after the expiration of said sixty (60) day cure period, the defaulting party has failed to cure the default, the non-defaulting party shall be entitled to the remedies set forth herein.
8. Remedies. Upon the occurrence of an event of default, Mason shall be entitled to terminate the Agreement. In addition, Touchstone shall be required to repay to Mason the prorated portion of any unused portion of Mason's initial contribution of \$100,000. No remedy granted to either party shall be deemed to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy hereunder, now or hereafter existing at law, in equity, or by statute.
9. During the Initial Term of this Agreement and any extension thereof, Touchstone shall submit an annual report to Mason not later than the 31st day of January of each year. Such annual report shall certify the amount of Reputation and Branding Services used during the prior year. Upon receipt of the annual report, Mason shall have thirty (30) days to contest the contents of the report. The parties shall use best efforts to resolve any disputes within a commercially reasonable timeframe.
10. This Agreement and all the terms and conditions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement hereunder to any entity without the prior written consent of the other party and any proposed assignment or other transfer without the other party's consent shall be null and void and of no legal force or effect.
11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

12. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof.
13. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties and with respect to the subject matter hereof, and may not be modified except by an agreement in writing signed by each of the parties hereto.
14. This Agreement may be executed in multiple counterparts.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officials as of the date and year first written above.

CITY OF MASON, OHIO

TOUCHSTONE

Eric Hansen

By: _____

City Manager

Its: _____