

CONTRACT FOR SERVICES

This Contract entered into this 7th day of July, 2022 by and between FlackShack, LLC, whose physical address is 529 South Muhlenberg Street, Allentown, PA 18104 referred to as “Contractor,” and the Town of Irvington, (the “Town”).

WITNESSETH that the Contractor and the Town, in consideration of promises and of mutual covenants, considerations and agreements herein contained agree as follows:

- 1. STATEMENT OF WORK:** The Contractor shall perform work outlined in the tourism marketing strategy and proposal submitted to the Town on January 31, 2022, in a timely manner. Exact work to be performed is limited to Town-specific initiatives and subject to change as elements of the strategy are executed. Contractor makes no guarantees on the impacts of its work on Town’s business, but will always provide the best efforts in the conduct of all work output. Contractor will seek approval before incurring any out-of-pocket expenses, such as advertising, printing, production, website programming, travel or other costs.
- 2. POINTS OF CONTACT:** The Contractor is hired by the Town, but the day-to-day supervision and point of contacts will be the Town Mayor, Julie Harris, and Town Clerk, Laurel Taylor, who will provide the Contractor with any and all pertinent information with regard to this contract.
- 3. CONTRACT DOCUMENTS:** This Contract shall consist of this Contract for Services and to include all attachments and supplemental general or special conditions. The Town retains the rights to all intellectual property created for it by the Contractor and paid for by the Town.
- 4. COMPENSATION TO BE PAID:** The Contractor shall be reimbursed for services provided under this agreement in accordance with the amount approved by the Town Council and incorporated by reference. The Contractor shall submit invoices and the Town agrees to pay the amount of \$1,200 per month for a total of TBD for the term of this Contract. Payment is due upon the first day of the 30-day period for work performed in that timeframe. Pre-approved expenses will be billed separately. Contractor will provide status updates of work performed during this period.
- 5. CONTRACT TERM:** The term of this Contract shall be month-to-month beginning on July 15, 2022. This Contract may be terminated upon 30 days written notice without cause or penalty by either party.
- 6. ENTIRE AGREEMENT:** This Agreement together with all documents incorporated represents the entire agreement between the parties and there are no other agreements between the parties either verbal or written which have not been incorporated.

IN WITNESS WHEREOF, the parties have executed this agreement in three counterparts.

SIGNATURES ON SEPARATE PAGE

CONTRACTOR – FlackShack, LLC

Signature: *Jason Flanagan*

Title: President

Date: 7/7/2022

Town of Irvington

Signature: _____

Title: _____

Date: _____

Approved as to Form:

Town Attorney