

Town of Andover

36 Bartlet Street
Andover, MA 01810



Memorandum of Agreement

AGREEMENT (“Agreement”) made this 1st day of March, 2023 between Communications, INK , a Limited Liability Company having its principal place of business at 60 River Street, Suite 301, Beverly, MA 01915 and the Town of Andover (“TOWN”), located at 36 Bartlet Street, Andover, MA, 01810.

WHEREAS, TOWN desires that COMMUNICATIONS, INK shall perform all services

associated with this project; WHEREAS, COMMUNICATIONS, INK desires to provide the

required services to TOWN; and

WHEREAS, the parties desire to establish the terms and conditions by which Communications, INK will provide said services.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties agree as follows:

1. COMMUNICATIONS, INK agrees to, with the support of the Town Seal Review Committee and engagement of the community, design and refine an alternative Town seal, and provide all final art files as well as a Brand Guide.
2. Project Goals and Project deliverables are outlined in the proposal submitted by Communications, INK on RFP #138/017/23.
3. The complete cost for this work is \$15,000.00 as outlined in the Communications, INK proposal.
4. (a) Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
(b) COMMUNICATIONS, INK shall have the right to terminate this Agreement immediately, by written notice to TOWN, for any of the following reasons:
 - (i) A breach by TOWN of any material term or condition of this Agreement including, but not limited to the inability of TOWN to provide in a timely fashion any of its obligations outlined in this Agreement;
 - (ii) If TOWN submits an application or petition for the appointment of a receiver, trustee or liquidator of all substantial amount of their assets;
 - (iii) TOWN admits to or implies that it is unable to pay its debts as they become due;
 - (iv) There is entered an order, judgment or decree by any court of competent jurisdiction on the application of a creditor adjudicating a petition seeking reorganization of a TOWN’s firm for all or substantial part of its assets; or
 - (v) TOWN has assigned this Agreement without first receiving COMMUNICATIONS, INK’s prior written consent.

5. TOWN hereby agrees to hold harmless, defend and indemnify COMMUNICATIONS, INK affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, penalties, judgments, reasonable legal fees and/or liabilities by reason of any acts or commission or omission directly or indirectly attributable to any of TOWN's undertakings and obligations arising under this Agreement.
COMMUNICATIONS, INK hereby agrees to hold harmless, defend and indemnify TOWN and its affiliates, their directors, officers, employees, agents and representatives from and against all damages, expenses, causes of action, suits, claims, reasonable legal fees, penalties, judgments and/or liabilities to the extent caused by COMMUNICATIONS, INK's undertakings or obligations arising under this Agreement.
6. Nothing in this Agreement shall be construed to place COMMUNICATIONS, INK and TOWN in the relationship of a partnership or a joint venture, and neither COMMUNICATIONS, INK nor TOWN shall have any power to oblige or bind the other party in any manner whatsoever.
7. On termination of this Agreement, regardless of how termination is effected, or whenever requested by COMMUNICATIONS, INK, TOWN shall immediately return to COMMUNICATIONS, INK all copies of COMMUNICATIONS, INK's property, and cease using the COMMUNICATIONS, INK name.
8. The Agreement contains the entire understanding between the parties and supersedes any prior written agreement between the parties. No amendment or modification of this Agreement shall be valid, unless made in writing and signed by both parties. In the event of any inconsistency between the provisions of this Agreement and the provisions of any exhibits or other agreements between the parties relating to the services provided for in this Agreement, the provisions of this Agreement shall prevail.
9. This Agreement shall be construed in accordance with, be governed by and subject to the jurisdiction of the laws and courts of the Commonwealth of Massachusetts.
10. Any notice or document required by hereunder shall be sent by certified mail, return receipt requested, or delivered personally to the parties at the address set forth above. A copy of any notice or document should be sent to Cara Hutchins, Owner. Any notice or document sent to TOWN should be sent to Kathryn Forina at the Town Manager's office. Any notice sent by mail shall be deemed received five (5) business days after mailing. Any notice personally delivered shall be deemed received when delivered.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

Town of Andover

BY: _____

Theresa Peznola

3/7/23

TITLE: Purchasing Agent

COMMUNICATIONS, INK Owner TAX IDENTIFICATION NUMBER: 04-3394512

Communications, INK LLC

BY: _____

Cara Hutchins, CEO and Founder

TITLE:

EXHIBIT B: PAYMENT SCHEDULE

FEE

The fee for the project is \$15,000.00

Payment Method:

For services performed (i.e. payments made after services are commenced to proportion with those received).

This Contract is being made with Communications INK, LLC. Total payment must be received within thirty (30) days of billing date, in the form of a check made payable to Communications INK, LLC.