AG15-335

The 2014 Community Showcase Video Program

CGI Communications, Inc.
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Name: Mike Harris
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Website: www.cityofstockbridge.com

This agreement is between CGI Communications, Inc. ("CGI") and the City of Stockbridge (the "City") and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Program is made available for viewing via a link on the www.cityofstockbridge.com homepage, including any alternate versions of your homepage, for viewer access on different devices. Any termination or modification of this Agreement shall not take effect until the expiration of the current term.

CGI shall provide a Community Video Program as follows:

- One Welcome video from your Mayor or other civic leader
- Up to five additional videos to showcase various aspects of your community, for a total of (six) 1 minute community highlight videos
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film videos
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval of revision, including final draft, shall be deemed approved if no response received by us within thirty (30) days of request
- Patented OneClick™ Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, devices, browsers, and Internet connection speeds; recognized player formats include WindowsMedia® and QuickTime®
- Store and stream all videos on CGI's dedicated server
- Business sponsors allowed on the perimeter of video panels
- Businesses will be allowed to purchase various digital media products and services from CGI and its affiliates
- Duration of sponsor participation will be one to two years and CGI is solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Program from your website shall be facilitated by CGI, providing HTML source code for a graphic link to be prominently displayed on the www.cityofstockbridge.com website homepage as follows: "Coming Soon" graphic link designed to coordinate with existing website color theme to be provided within 10 business days of execution of this agreement; "Video Tour" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- CGI will own copyrights of the master Community Video Program
- The City will assume no cost or liability for this project and CGI will honor any request for termination of sales upon 30 day Notice and only if the City continuously provides the Community Video linkage from its Homepage for the duration of this contract

The City of Stockbridge shall:

- Provide a letter of introduction for the program on its letterhead
- Assist with the content and script for the Community Video Showcase
- Grant CGI the right to use City's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.cityofstockbridge.com homepage within 10 business days of receipt of HTML source code
- Display the "Video Tour" link prominently on its www.cityofstockbridge.com homepage, including any alternate versions of your home page, for viewer access on different devices for the entire term of this agreement
- Ensure that this agreement remains valid and in force until the agreed upon expiration date, regardless of administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein.

We, the undersigned, have read and understand the above information and have full authority to sign this agreement.

The City of Stockbridge, GA	CGI Communications, Inc.
Signature: Michael C. Harris	Nicole Rongo
Name (printed): Michael C. Harris	Name (printed): Nicole Rongo
Title: City Manager	Title: Vice President of Marketing
Date: 6-11-15	Date: December 16, 2014