

# EXHIBIT

## A

**CITY OF ROUND ROCK AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES  
RELATED TO CREATIVE SERVICES MARKETING  
WITH  
RHYME AND REASON DESIGN, LLC**

**THE STATE OF TEXAS**

§

**CITY OF ROUND ROCK**

§

§

**KNOW ALL BY THESE PRESENTS:**

§

**COUNTY OF WILLIAMSON**

§

That this Agreement for consulting services, specifically print and digital design services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2025, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664 (referred to herein as the "City"), and RHYME AND REASON DESIGN, LLC (referred to herein as the "Consultant"). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

### **RECITALS:**

**WHEREAS**, professional consulting services pertaining to creative services marketing;  
and

**WHEREAS**, City desires to have Consultant provide said digital and design services;  
and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

### **NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

#### **1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Consultant whereby City agrees to purchase specified services and Consultant is obligated to sell same.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United

States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

D. **Services** mean the services identified in the attached Scope of Services.

E. **Consultant** means Rhyme and Reason Design, LLC, or any successors, assigns, subsidiaries or affiliates.

## **2.01 EFFECTIVE DATE, DURATION AND TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto and approved by the City Council, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for thirty-six (36) months from the effective date hereof.

C. City reserves the right to review the Consultant's performance at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

## **3.01 SCOPE OF SERVICES**

For purposes of this Agreement, Consultant has issued its Scope of Services. Such Scope of Services is attached as Exhibit "A" and incorporated herein by reference for all purposes. This Agreement, including all exhibits, shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Consultant shall satisfactorily provide all services described under the attached Scope of Services within the contract term specified in Section 2.0. Consultant's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant shall perform its services in accordance with this Agreement, in accordance with any appended exhibits, in accordance with due care, and in accordance with prevailing consulting industry standards for comparable services.

## **4.01 PAYMENT FOR SERVICES**

In consideration for the professional services to be performed by Consultant, City agrees to pay Consultant a total sum not-to-exceed **\$201,960.00** for the term of this Agreement as set forth in Exhibit "A." This amount represents the absolute limit of City's liability to Consultant hereunder unless same shall be changed by additional Supplemental Agreement, and City shall pay, strictly within the confines of the not-to-exceed sum recited herein, Consultant's professional fees for work done on behalf of City.

## **5.01 TERMS OF PAYMENT**

Invoices: To receive payment, Consultant shall prepare and submit a series of monthly detailed invoices to City for services rendered. Each invoice for professional services shall detail the services performed, along with documentation. All payments to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by City.

Should additional backup material be requested by City, Consultant shall comply promptly. In this regard, should City determine it necessary, Consultant shall make all records and books relating to this Agreement available to City for inspection and auditing purposes.

If City has any dispute with work performed, then City shall notify Consultant within thirty (30) days after receipt of invoice. In the event of any dispute regarding the work performed, then and in that event, Consultant shall either (a) satisfactorily re-perform the disputed services or (b) provide City with an appropriate credit.

Payment of Invoices: City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the requirements of this Agreement. Following approval of invoices, City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 9.0 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and City or because of amounts which City has a right to withhold under this Agreement or state law. City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **6.01 LIMITATION TO SCOPE OF WORK**

Consultant and City agree that the scope of services to be performed is generally enumerated in Exhibit "A." Notwithstanding anything herein to the contrary, the parties agree that City retains absolute discretion and authority for all funding decisions, such decisions to be based solely on criteria accepted by City which may be influenced by but not be dependent on Consultant's work.

## **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Consultant a written notice of termination at the end of its then current fiscal year.

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Consultant will be made within thirty (30) days of the date City receives goods

under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Consultant, a contractor, subcontractor, or supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### **9.01 SUPPLEMENTAL AGREEMENTS**

The terms of this Agreement may be modified by written Supplemental Agreement, duly authorized by City Council or City Manager action, if City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; (2) there is an increase in the costs; or (3) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution by both parties of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

#### **10.01 GRATUITIES AND BRIBES**

City may, by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **11.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Consultant's charges.

## **12.01 INSURANCE**

Consultant shall meet all requirements as required by the City set forth at:  
<https://www.roundrocktexas.gov/wp-content/uploads/2024/12/CORR-Insurance-08-2024.pdf>

## **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Catondra Thomas, Senior Administration Assistant  
Communications and Marketing Department  
City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664  
(512) 218-5578

## **14.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **15.01 DEFAULT**

If Consultant abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and services elsewhere, Consultant agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Consultant shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. The City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to the Consultant.

B. In the event of any default by Consultant, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Consultant.

C. Consultant has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, upon one hundred and twenty (120) days' written notice to City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Consultant, Consultant shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Consultant shall submit a statement showing in detail the Services satisfactorily performed under this Agreement to the date of termination. City shall then pay Consultant that portion of the charges, if undisputed. The parties agree that Consultant is not entitled to compensation for Services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not City's employee. Consultant's employees or subcontractors are not City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which services required by this Agreement will be performed.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.

- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.
- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

## **18.0 INDEMNIFICATION**

Consultant shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the negligent or willful acts or omissions of Consultant, or Consultant's agents, employees or subcontractors, in the performance of Consultant's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Consultant (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

## **19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES**

A. Consultant, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of the Consultant verifies Consultant does not boycott Israel and will not boycott Israel at any term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory

executing this Agreement on behalf of Consultant verifies Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Consultant verifies does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

#### **20.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

#### **21.01 NON-SOLICITATION**

All parties hereto agree that they shall not directly or indirectly solicit for employment, employ, or otherwise retain staff of the other during the term of this Agreement.

#### **22.01 CONFIDENTIALITY; AND MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. All parties agree to hold all confidential information in the strictest confidence and not make any use thereof other than for the performance of this Agreement. Notwithstanding the foregoing, the parties recognize and understand that City is subject to the Texas Public Information Act and its duties run in accordance therewith.

Any and all materials created and developed by Consultant in connection with services performed under this Agreement, including all trademark and copyright rights, shall be the sole property of City at the expiration of this Agreement.

#### **23.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:



1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

**Notice to Consultant:**

Rhyme and Reason Design, LLC  
P.O. Box 8671  
Atlanta, GA 31106

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Consultant.

**24.01 APPLICABLE LAW, ENFORCEMENT, AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**25.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Consultant and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**26.01 DISPUTE RESOLUTION**

City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

**27.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any

void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

## **28.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Consultant represents that it employs trained, experienced and competent persons to perform all of the Services, responsibilities and duties specified herein and that such Services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Consultant understands and agrees that time is of the essence and that any failure of Consultant to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Consultant shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Consultant shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Consultant have executed this Agreement on the dates indicated.

**RHYME AND REASON DESIGN, LLC**

By: Scarlett Rosier  
Printed Name: Scarlett Rosier  
Title: Co-Founder & Director of operations  
Date Signed: 8/25/25

**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Ann Franklin, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

\_\_\_\_\_  
Stephanie L. Sandre, City Attorney

# SCOPE OF WORK

City of Round Rock  
Three-Year Creative Services Marketing Retainer  
June 2025

This agreement is entered into between Rhyme and Reason Design, LLC (hereinafter referred to as R&R) and the City of Round Rock (hereinafter referred to as “Client”) for the Three-Year Creative Services Marketing Retainer (hereinafter referred to as the Project).

## SCOPE OF WORK

### *Three-Year Creative Services Retainer (36 Months)*

To provide monthly print, digital and social media design services for Round Rock’s marketing initiatives, which may include branding assets, event marketing, campaign build-out and as needed creative communication materials. The three-year creative services marketing retainer will go into affect on October 1, 2025 and run through September 30, 2028. The designs will be used to maintain a cohesive look and feel for all of the campaigns managed by the City of Round Rock helping to ensure continued credibility, engagement and value for the brands. The following is a listing of programs and the design services that will be provided to ensure the continued success of these initiatives:

- Community Programs & Events
    - Random Acts of Fun
    - Music on Main (Summer, Spring & Fall)
    - Hometown Halloween
    - Hometown Holiday
    - Downtown
  - Downtown branded assets
  - Campaign Build-Out
  - Marketing and Design Services
    - Continuous research and immersion, to ensure appropriate messaging and on-brand communications.
    - Copywriting and editing services for print and digital content (ads, landing pages, billboards, social media, videos, etc.)
    - Design of social media, digital media, print, website and event-related collateral.
    - Graphic design services, including the creation of ads (print and digital), one-pagers, brochures, reports, flyers, swag and other signage or projects needed.
    - Consultative and strategic planning services
  - One (1) in-person visit per year for two (2) R&R team members for two (2) days
-

### ***Key Assumptions***

- Cost proposal/estimate is valid for 60 days from date shown at the top of page 1.
  - Photography and video footage to be provided by the client.
  - Copywriting is included in this scope of work, but will be based on client provided content.
  - If project scope (design or programming) change from the approved proposal, a change of scope will be issued and pricing is subject to change.
  - The project will be tracked by hours worked at an hourly rate of \$170/hour with monthly hours not to exceed 33 hours/month for 36 months beginning October 1, 2025.
  - Website development and hosting costs are not included in this estimate.
  - Print management and print production costs are not included in this estimate.
  - Hard costs including postage and materials are not included in this estimate.
  - Print and digital ad costs are not included in this estimate.
  - Services requested outside of Rhyme & Reason Design's core competencies will be addressed on a per-project basis and may require a separate scope of work (i.e. video shoot).
-

**COST PROPOSAL**

Project	Cost
<b>Creative Services Marketing Retainer (36 Months)</b> The City of Round Rock will be billed \$5,610/month for 36 months, \$67,320/year.	\$201,960
<b>Total</b>	<b>\$201,960</b>

## **FINANCIAL PLANNING**

### ***Billing***

The City of Round Rock Creative Services Marketing Retainer will be billed on a 30-day monthly cycle. Any delinquent payment will be assessed a 10% late fee for each additional month past due. Client will only be billed when work is being done. If project is stalled due to revisions or feedback delays, client will not be billed.

Invoices will be sent on the last day of every month from the Rhyme And Reason Design, LLC finance department to the appropriate Client contact. The email address, [billing@rhymeandreasondesign.com](mailto:billing@rhymeandreasondesign.com), is to be used for invoice purposes only. Should questions or concerns arise, Scarlett Rosier may be contacted at [scarlett@rhymeandreasondesign.com](mailto:scarlett@rhymeandreasondesign.com).

### ***Payment Schedule***

In order to best accommodate for the City of Round Rock Creative Services Marketing Retainer, a 36-month payment plan beginning October 1, 2025 and going through September 30, 2028 has been created:

Month 1-36            \$5,610 (monthly payment)

All questions or concerns regarding payment information are to be addressed in writing by either party in order that the information is documented and dated for the protection of both parties.

## **TERMS OF AGREEMENT**

### ***Scope of work, agreement to pay and changes to scope of work***

Once Client has agreed to the terms and conditions of the Scope of Work provided by R&R, Client agrees also to pay that amount in full. Revision details are outlined in the Proposal. Additional draft rounds thereafter are excluded from this cost estimate and will be subject to either additional charges or a new Scope of Work. Client is responsible for all fees required by third parties.

The Creative Services Marketing Retainer will be billed on a monthly payment schedule, on the last day of each month. A late fee of 10% will be added each additional calendar month to remaining balance if not paid in full 30 (thirty) days. Any payments received after 30 (thirty) calendar days will be applied to the penalty charges first and then to any remaining balance.

Client may cancel Project at any time for any reason. Should the Project be terminated early, client is responsible for paying any outstanding bills as well as hours worked to date based on the hourly rate outlined in the Scope of Work.

Revisions outside the Scope of work shall obligate the Client to additional costs. These may include but are not limited to: changes made to copy after the final copy has been submitted; changes made to the design once layouts have been approved; extensive alterations; retrieving and sending files; photo editing; copywriting; communicating with third Parties; a change in marketing or business objectives on the part of the Client and new work requested by the Client after the execution of the Scope of Work. To account for any of the above changes, a scope contingency plan that is equal to 10% of the total cost is instituted for each project. This cost is only added at the end of the project if revisions have gone outside of the scope of work and Client will be made aware of additional costs prior to invoicing.

All production costs are based on the assumption that copy/content will be provided electronically to R&R in a Word document, text or email.

### ***R&R Responsibilities***

R&R agrees to work diligently and honestly to provide Client with the best possible service and end product. Client will not be charged for an amount higher than the total Quote originally provided, with the exception of additional changes that go beyond the Project Scope of Work.

R&R will maintain a professional and ethical work approach, and agrees to accommodate meeting or communication with the Client as requested, and to provide work in progress, samples, mock-ups, and completed work on a timely basis. R&R agrees to be reachable and return emails or calls in a timely fashion, unless unforeseen circumstances or other plans have been communicated with Client.

---



### ***Client Responsibilities***

Client agrees to accommodate meeting or communication with R&R as requested, and to provide as much information to the best of their abilities as possible throughout Project. Client agrees to be reachable and to return emails or calls in a timely fashion, unless unforeseen circumstances or other plans have been communicated with R&R.

Additionally, Client agrees that R&R's ability to meet any and all schedules is entirely dependent upon the Client's prompt provision of materials, instruction, revisions, approvals, etc. pursuant of the Project Scope of Work. Further, any delays or changes to the Project may delay delivery of Project deliverables. Any such delay caused directly or indirectly by Client shall not constitute a breach of any term, condition or R&R's obligations under this Agreement, nor will R&R be held financially or otherwise responsible in said instance.

Should the Project be delayed or client is unresponsive for a period of 30 (thirty) days, Project files will be archived and the project will be billed out on time worked to date. Upon restart, the Client will be charged a minimum fee of 10% of total project cost. Should the Project be delayed or client is unresponsive for a period greater than 60 (sixty) days, in addition to the recovery fee, a scope review will be required and pricing may be subject to change.

With the exception of retainer contracts, should the Project extend past one (1) year, or 12 months, from when the scope of work is signed, the project will be halted and a new scope of work will be issued for the remainder work.

### ***Accreditation, Promotion & Copies of Work***

R&R retains the right to reproduce, publish and display the Project in R&R's portfolios and websites or other media for the purposes of recognition of creative excellence or self-promotion, and to be credited with the authorship of the Deliverables in connection with such uses. Either party may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials.

R&R agrees not to promote or showcase any finished work until it has been publicly published or otherwise made available to the public, or given specific permission from the Client to showcase such work beforehand.

### ***Non-Exclusivity***

The Parties express acknowledgement that this Agreement does not create an exclusive relationship between the Parties. Client is free to engage others to perform services of the same or similar nature to those provided by R&R. R&R shall be entitled to offer and provide design services to others, solicit other clients, and otherwise advertise services offered by R&R, including but not limited to, entities of the same or similar industry as Client.

---

## **Confidentiality**

Each Party acknowledges that in connection with this Agreement they may receive certain confidential or proprietary technical and business information and materials of the other Party. Each Party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as is necessary to perform its obligations under the Project Proposal, except as may be required by court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving Party, or is properly received by a third party without an obligation of confidentiality.

Each Party acknowledges that in connection with this Agreement they may receive certain confidential or proprietary technical and business information and materials of the other Party. Each Party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as is necessary to perform its obligations under the Project Proposal, except as may be required by court or governmental authority. Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving Party, or is properly received by a third party without an obligation of confidentiality.

In the event of a Confidentiality/Non-Disclosure Agreement, it shall be limited in its scope, and must end by a set date once the project is complete.

## ***Errors & Omissions***

R&R agrees to do all work in a professional manner, to pay attention to detail and to correct any errors as they become apparent. However, R&R and Client understand that the responsibility of submitting error-free work rests solely on the Client in the form of carefully proofing and signing off on all work delivered to Client by R&R. Once Client signs off on final proof(s) provided by R&R, the Client acknowledges that R&R will not be held responsible, financially or otherwise, for any errors or omissions found thereafter.

## ***Project Completion***

Once Project Deliverables are submitted as outlined in the Proposal, and once Client has paid the remaining balance to R&R, this Agreement is fulfilled. Any additional or new work requested by Client will require a new Agreement and Project Scope of Work, of which participation by either party will be non-compulsory.

---

***Severability***

If any provision of this Agreement shall be deemed void in whole or in part for any reason whatsoever, the remaining provisions shall remain in full force and effect.

***Force Majeure***

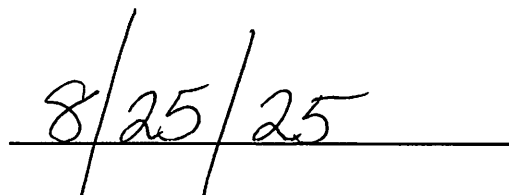
Neither party shall be liable for failure to perform its obligations under this agreement when such failure is caused by acts, events or circumstances beyond the control of that party, for so long as such acts, events or circumstances are continuing. Neither party shall be responsible to the other for non-performance or delay in performance (other than any payment of money) occasioned by any causes beyond its control including without limitation acts or omissions of the other party, acts of civil or military authority, strikes, lockouts, embargoes, insurrections or Acts of God. If any such delay occurs, any applicable time period shall be automatically extended for a period equal to the time lost, provided that the party affected makes reasonable efforts to correct the reason for such delay and gives the other party prompt notice of any such delay.

---



Scarlett Rosier

Co-Founder & Director of Ops



---

Mayor Craig Morgan

City of Round Rock

Please mail deposit to:

**Rhyme and Reason Design, LLC**

**PO Box 8671**

**Atlanta, GA 31106**