

ADVERTISING AGENCY RETAINER AGREEMENT

THIS AGREEMENT made effective June 1st, 2024 BY AND BETWEEN:



ADvine, Inc.

And

Valley Caregiver Resource Center

WHEREAS the Client desires to retain the Agency to provide marketing services. NOW THEREFORE the parties agree as follows:

1. **Services.** During the term of this Agreement, the Agency shall provide products and services necessary to provide all marketing and advertising support including:
 - Brand Management
 - Graphic Design as needed
 - Maintaining relationships with media on client's behalf
 - Media reporting monthly
2. **Term.** This Agreement shall commence on the above date and shall continue as services are needed and may be cancelled with a 90-day written notice. Agreement ends at end of 90-day period and all billed media and services are to be paid through that time.
3. **Independent Contractor.** It is understood that the Agency is independent and will perform services under control of the Client. The Client shall not withhold federal or state income taxes or any other amounts from the Agency's fees payable hereunder. Agency shall provide Client with copy of business license, federal tax ID number, and insurance as applicable.
4. **Compensation.** Upon execution of this Agreement, the client agrees to keep all payments made to the Agency, payable within Net 30 days of invoice. All media bills through the agency and once agency receives payment for media invoices from client, agency will then pay media partners in full. The agency commissions from media of 15% for traditional and 20% for digital will remain with the agency as compensation for media management. Evans Energy agrees to pay agency in the sum of \$2,500 a month, flat fee, for marketing which includes all services listed in item 1.

Audio/Video Production and editing is not included and to be pre-quoted and approved prior to billing, as applicable.

Valley Caregiver
Resource Center

DATE

ADvine

DATE

ADvine

770 E Shaw Ave Ste 230, Fresno, CA 93710