



2019 Community Video Program

Name: Matt Giese

Title: Village Administrator

Address: 221 E. Cottage Grove Road

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Phone: (608) 839-4704

Email: MGiese@village.cottage-grove.wi.us

Website: www.village.cottage-grove.wi.us

This agreement is between CGI Communications, Inc. ("CGI") and the Village of Cottage Grove (the "Village") 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 viewer access on different devices via a link on the www.village.cottage-grove.wi.us homepage, including any alternate versions of that homepage.

During the term of this Agreement, CGI shall:

- Produce a total of six video chapters with subject matter that includes but is not limited to: Welcome, Education, Healthy Living, Homes / Real Estate
- Provide one Community Organizations chapter to promote charities, nonprofits and community development organizations
- Provide script writing and video content consultation
- Send a videographer to Village locations to shoot footage for the videos
- Reserve the right to use still images and photos for video production
- Provide all aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Provide a final draft of Community Video Program content subject to Village's approval (up to 3 sets of revisions allowed). CGI's request for approval of content or revision, including final draft, shall be deemed approved if no response is received by us within 30 days of request
- Provide our patented OneClick™ Technology and encode all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia™ and QuickTime™
- Store and stream all videos on CGI's dedicated server
- Feature business sponsors around the perimeter of video panels
- Be solely responsible for sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Facilitate viewer access of the Community Video Program from Village website, including any alternate versions of Village's homepage, for different devices, by providing HTML source code for a graphic link to be prominently displayed on the www.village.cottage-grove.wi.us 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. "Community Video Program" graphic link to be provided to replace the "Coming Soon" link upon completion and approval of videos
- Grant to Village a license to use CGI's Line of Code to link to and/or stream the videos
- Own copyrights of the master Community Video Program
- Assume all costs for the Community Video Program
- Afford businesses the opportunity to purchase various digital media products and services from CGI and its affiliates

During the term of this Agreement, the Village shall:

- Provide a letter of introduction for the program on Village's letterhead
- Assist with the content and script for the Community Video Program
- Grant CGI the right to use Village's name in connection with the preparation, production, and marketing of the Program
- Display the "Coming Soon" graphic link prominently on the www.village.cottage-grove.wi.us homepage within 10 business days of receipt of HTML source code
- Display the "Community Video Program" link prominently on its www.village.cottage-grove.wi.us 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 change in administration
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content produced by CGI for the Community Video Program
- Agree that the town will not knowingly submit any photograph, video, or other content that infringes on any third party's copyright, trademark or other intellectual property, privacy or publicity right for use in any video or other display comprising this program.

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. Village warrants that it is a tax exempt entity. The undersigned, have read and understand the above information and have full authority to sign this agreement.

Village of Cottage Grove, WI

CGI Communications, Inc.

Signature:

Name (printed):

Name (printed): Nicole Rongo

Title:

Title: Vice President of Marketing and Acquisitions

Date:

Date: October 10, 2019