Emmett Independent School District

Target River is excited to provide various TargetMarketing solutions for *Emmett Independent School District* to generate awareness, interest, desire, and action.

TARGETRIVER

TargetMarketing Tactics Include:

- TargetReach - Visual ads reaching your community while they are visiting websites, using apps, or social platforms
- TargetTV - Video ads reaching your community while watching on their television, desktop, laptop, phone, or tablet through numerous streaming platforms and devices
- TargetContact - Inbound leads via phone and emails generated through ads on various digital platforms
- TargetMail - email database acquired with email sequences (containing three emails each) to prospective households
- TargetDirect - postcard mailers to select households
- TargetOutdoor - yard signs designed, produced and delivered to District office for distribution
- TargetWeb - website and/or landing page support and updating to improve conversion rate of site
- TargetVideo - Video commercial produced for use with paid advertising and organic postings. Please note, we include one round to complete any necessary edits to the videos we produce. Any additional edits the client requests after all previously provided edits have been made will be billed at a rate of $105 per hour.
- TargetDesign - Creative design of visual and audio materials for use to promote the client. Please note, we include one round to complete any necessary edits to the materials we produce. Any additional edits the client requests after all previously provided edits have been made will be billed at a rate of $55 per hour.
- TargetReporting - Weekly and monthly reporting of campaign performance.

All-Inclusive Cost of $4,986.09 per month. Target River guarantees the delivery of #100,430 impressions within the community per month.

Terms and Conditions

1. Scope of Work - Target River agrees to perform services related to the creation, review, and publication of advertising materials as outlined above in the

TargetMarketing Solutions section. Any additional services outside the agreed scope will require a written amendment signed by both parties.

2. Review and Approval - All advertisement copy shall be reviewed and approved by an authorized representative of the Client prior to publication. The Client assumes full responsibility for the accuracy, compliance, and content of all published advertisements.
3. Non-Cancellation - This agreement is binding upon execution and may not be canceled by either party.
4. Term of Agreement - This agreement is effective for the period beginning March, 2026, and ending June, 2026.
5. Deliverability - if, by chance, Target River has not delivered the required impressions by the completion of the conclusion of the designated term, it reserves the right to continue its marketing efforts at no additional cost until it has fully delivered the required impressions.
6. Payment Schedule - Payments are due as follows: monthly payment(s) shall be made in the amount of $4,986.09 commencing on March 15, 2026, and on the 15th of each following month, concluding on June 15, 2026.
7. Warranty Disclaimer - Target River makes no warranties regarding the services provided under this agreement outside of any guarantees stated above.
8. Indemnification - The Client agrees to indemnify, defend, and hold harmless Target River from any claims, liabilities, damages, or expenses arising from the content of the advertisements, including but not limited to claims of defamation, copyright infringement, or false advertising.
9. Force Majeure - Neither party shall be liable for any delay or failure to perform obligations under this agreement due to circumstances beyond their reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or governmental actions.
10. Confidentiality - Both parties agree to maintain the confidentiality of all proprietary or sensitive information shared under this agreement and not to use such information outside the scope of this agreement without prior written consent.
11. Dispute Resolution- In the event of a dispute, the parties agree to attempt resolution through mediation before pursuing litigation. If mediation fails, disputes shall be resolved through binding arbitration in Salt Lake City, Utah, in accordance with the rules of the American Arbitration Association.

12. Governing Law and Jurisdiction - This agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any legal proceedings arising out of or related to this agreement shall be filed exclusively in the state or federal courts located in Salt Lake City, Utah.
13. Entire Agreement and Amendments - This document constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any modifications or amendments to this agreement must be made in writing and signed by both parties.
14. Severability - If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Client Physical Mailing Address:

Accounts Payable Contact:

- Name: Amanda Moore
- Phone Number: 208-365-6301
- Email Address: Amoore@isd221.net

Craig Woods
Print Name

Superintendent
Title, Emmett Independent School District

Craig Woods
Print Name

CEO, Target River

Authorized Signature

Date

Authorized Signature

Date