

**STRONG START ACADEMY  
VENDOR SERVICES AGREEMENT**

This Services Agreement (“Agreement”) is made this 11 day of April, 2022 by and between **CLV Strong Start Academy Elementary Schools, Inc. dba Strong Start Academy** (“Strong Start Academy”) and **Graphicka** (“Vendor”) to be effective as set forth herein. In consideration for the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Vendor Services. For and in consideration of the compensation hereinafter set forth, Vendor covenants and agrees to provide services (the “Services”) in accordance with the specifications set forth in the Scope of Services attached hereto as **Exhibit A** and incorporated by reference herein (“Specifications”). In performing the Services, Vendor agrees:

a. To perform the Services in a timely and professional manner and in accordance with the Specifications.

b. To accept 60-day payment terms from Strong Start Academy starting with Strong Start Academy’s receipt of invoice.

c. To accept the compensation set forth herein as payment in full for the Services. It is understood and agreed that Vendor, its owners, agents and employees are independent contractors of Strong Start Academy. With respect to such individuals, Vendor shall maintain full responsibility for payment of all employment related taxes, benefits and compensation, and maintenance of such insurances as may be required by law of employers, including but not limited to workers’ compensation, general liability, unemployment compensation and employer’s liability insurance.

d. To assume all responsibility and liability for claims for violation or infringement of copyrights, patents or trademarks made by third parties that arise from use of material supplied by Vendor in breach of Section 5(c) hereof.

e. That Strong Start Academy may refuse payment for work that is not performed in accordance with the Specifications.

2. Compensation to Vendor. Strong Start Academy shall pay Vendor for the Services performed in accordance with the Budget Distribution Chart attached hereto as **Exhibit B**.

3. Term. The term of this Agreement shall commence on April 15, 2022 (The “Effective Date”) and shall, unless sooner terminated as provided for herein, terminate on March 31, 2023.

4. Termination.

a. Either party may terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days prior written notice. Vendor shall be entitled to payment of all compensation earned prior to the date of termination.

b. Either party may terminate this Agreement upon breach of any term or condition of this Agreement by the other party, provided that the breaching party shall have written notice of the breach and ten (10) days thereafter to cure such breach. If the breaching party fails to cure the breach within such ten (10) day period to the satisfaction of the non-breaching party, this Agreement shall terminate at the end of such ten (10) day period.

5. Intellectual Property.

a. Unless otherwise agreed to in writing between Strong Start Academy and Vendor, all drawings, artwork, specifications, other visual presentation materials, text, graphics, instructions and/or other material developed by Vendor on behalf of Strong Start Academy hereunder and accepted by Strong Start Academy and all intellectual property rights therein, shall be and remain the property of Strong Start Academy. All such materials developed by Vendor, its employees, agents or contractors under the terms of this Agreement, shall be works for hire for Strong Start Academy and therefore shall at all times, during the term of this Agreement and thereafter, be the exclusive property of Strong Start Academy and such works for hire may not be used by Vendor, its employees, agents or contractors except for the benefit of Strong Start Academy or as otherwise explicitly permitted herein. During the term of this Agreement and thereafter, Vendor shall take such actions and/or execute such documents as are reasonably necessary to affirm Strong Start Academy's ownership rights in the works for hire.

b. All drawings, artwork, specifications, and other materials not accepted by Strong Start Academy shall remain the property of Vendor. All such unaccepted materials shall be returned, unaltered, to Vendor. Vendor shall promptly return to Strong Start Academy all material and property that belongs to Strong Start Academy. This includes any material lent to Vendor for the specific project covered by this Agreement.

c. In performing its Services hereunder, Vendor shall not use or incorporate into any materials prepared by Vendor on behalf of Strong Start Academy any property or material which is or may be owned by any other party without the prior written consent of Strong Start Academy, and only after Vendor has obtained the rights from the lawful owner of such material for its use. This includes any photographs, illustrations, or other such artwork that is specifically owned by any artist, writer or photographer that has been contracted for by Vendor.

6. Indemnification. In the event that Strong Start Academy sustains a loss as a result of a claim, suit, or proceeding brought against Strong Start Academy or Vendor as a result of the unauthorized use by Vendor of artwork, designs or materials owned or copyrighted by a third party, in materials prepared for Strong Start Academy by Vendor, Vendor shall indemnify and hold Strong Start Academy harmless for any such losses, including but not limited to reasonable attorney fees and costs.

7. Confidentiality. Vendor acknowledges that during the course of this Agreement, Vendor may have access to certain information of Strong Start Academy that is confidential and constitutes valuable, special and unique property of Strong Start Academy ("Confidential Information"). Vendor agrees that Vendor will keep confidential and not disclose Confidential Information whether directly or indirectly. Vendor further agrees that Vendor will not use or permit any other

party to use Confidential Information in any way, whether during the term of this Agreement or at any later date, other than as necessary to fulfill Vendor's responsibilities under this Agreement. For purposes of this Agreement, Confidential Information includes without limitation the terms of this Agreement as well as all quotes, bids, contracts, specifications, records, files, plans, drawings, design, comments, sketches, estimates, schedules, reports, invoices, correspondence, documents, customer lists, professional and business practices, computer hardware and software programs, costs, prices, trade secrets, financial statements, financial information, client demographic information or other privileged information of Strong Start Academy.

8. Miscellaneous.

a. This Agreement (including its exhibits) constitutes the entire agreement of the parties regarding the subject matter hereof. This Agreement may not be amended except in writing signed by the parties. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns and may not be assigned by either party without the prior written consent of the other party.

b. No provisions hereof may be waived except by an agreement in writing signed by the parties. A waiver of any term or provision hereof shall not be construed as a waiver of any other term or provision hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions unless the absence of such invalid or unenforceable provision materially and adversely affects the right or obligations of either party hereto.

c. Sections 1(d), 5, 6, 7 and this Section 8(c) shall survive any termination or expiration of this Agreement and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns.

d. This Agreement and the rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Nevada, including all matters of construction, validity, and performance, and without giving effect to the principles of conflict of laws. Any action brought within the State of Nevada shall be brought within the County of Clark.

e. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs, in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CLV STRONG START ACADEMY ELEMENTARY SCHOOLS, INC.**

Signature: Lorna M. James-Cervantes

Print Name: Lorna M. James-Cervantes

Title: President, Board of Directors, SSAES

**Graphicka**

Signature: Edgar Effio

Print Name: Edgar Effio

Title: Co-owner

# **EXHIBIT “A”**



**SERVICES (04/15/22-03/31/23)**

**CONCEPT AND PRODUCTION (\$6,000 x 1 month = \$6,000)**

- Design/ Enhance Logo, Badgers & Favicon
  - Institutional Image will be developed by Graphicka including Favicons, and Logos for Strong Start Academy.
  - Logos will be provided in different formats for different purposes.
- Institutional Identity
  - Graphicka will develop a persona of the brand, this persona will have the characteristics that will represent the values and principles of the School.
- Slogan
  - Graphicka will create a Slogan for the Campaign, this slogan will be a short reference for the institutional image created for the school.
- Company strategy messaging
  - Graphicka will develop the tone of the messaging and the campaign.
- Collateral: Graphic Design
  - This collateral will include graphic design like stationery, flyers, and postcards.

**WEBSITE & LANDING PAGE (\$4,000 x 1 month= \$4,000)**

- Landing Page
  - Graphicka will develop a landing page in the first 2 weeks of the Campaign.
  - 1 Tab - website.
  - Content provided by the City of Las Vegas.
  - English and Spanish
- Website
  - Graphicka will develop a website in the next 4 weeks of the Campaign.
  - 5 Tab - website.
  - English and Spanish
  - \*Website content will be provided by the City of Las Vegas.

**SOCIAL MEDIA/ONLINE | ADS (\$10,000 x 2 months= \$20,000)**

- Paying Ads Budget
  - This budget will be allocated to be distributed between Google ads and Facebook ads.
  - Ads will run 10k dollars each month.
  - English and Spanish

**SOCIAL MEDIA/ONLINE | CONTENT (\$5,000 x 2 months= \$10,000)**

- Comprehensive Social Media GPS
  - Graphicka target area of interest
  - Areas of interest TBD
- Programmatic Campaign
  - Strategic Ad distribution within Facebook and Google to generate traffic from parents interested in charter schools.
- Spanish/English Channels
  - Graphicka will create all Social Media accounts for Strong Start Academy.
  - This will include Facebook, Twitter, and Instagram.
  - English and Spanish
- Spanish/English Content Support
  - Graphicka will create material that will be distributed on each platform.
  - Stock photos will be included
  - Copies for all Social Media publications will be provided by Graphicka.
  - Up to 5 publications per month in English and Spanish.

**MAINTENANCE (\$1,000 x 10 months= \$10,000)**

- Website Updates
  - Up to 4 updates per month.
- Social Media Pages Material
  - Up to 4 posts per month
- Graphic Design.
  - Up to 4 graphic designs per month.
  - This will include flyers, postcards, stationary, and large format.

## BUDGET DISTRIBUTION CHART

SERVICES		BUDGET DISTRIBUTION	MONTHS	TOTAL
Concept and Production (Time only)	Design/Enhance Logo, Badges & Favicon	\$6,000	1	\$6,000
	Slogan			
	Company strategic messaging			
	Institutional Identity			
	Collateral Graphic Design			
Website - Landing page & Main Page ENG & SPA	Website - Landing page & Main Page	\$4,000	1	\$4,000
	Website - Landing page & Main Page			
Social Media/Online (Monthly)	Paying Ads Budget	\$10,000	2	\$20,000
	Comprehensive Social Media GRS			
	Programmatic Campaign			
	Spanish/English Content Support			
Maintenance (Monthly)	Spanish/English Channels	\$5,000	2	\$10,000
	Website Updates			
	Social Media Pages Material			
Maintenance (Monthly)	Social Media Pages Material	\$1,000	10	\$10,000
	Graphic Design			
			<b>TOTAL</b>	<b>\$50,000</b>



# **EXHIBIT “B”**

SERVICES		BUDGET DISTRIBUTION	MONTHS	TOTAL
Concept and Production (in time only)	Design/Enhance Logo, Badges & Favicon	\$3,000	1	\$3,000
	Slogan			
	Company strategic messaging			
	Institutional Identity			
	Collateral Graphic Design			
Website - Landing page & Main Page ENG & SPA	\$4,000	1	\$4,000	
Social Media/Online (Monthly)	Paying Ads Budget	\$10,000	2	\$20,000
	Comprehensive Social Media GPS	\$5,000	2	\$10,000
	Programmatic Campaign			
	Spanish/English Content Support			
	Spanish/English Channels			
Maintenance (Monthly)	Website Updates	\$1,000	10	\$10,000
	Social Media Pages Material			
	ENG - SPA			
	Graphic Design			
			<b>TOTAL</b>	<b>\$50,000</b>