

Park Slope 5th Avenue BID

DoNYC Amplification Project

What We'll Do:

Our favorite artists, bars, restaurants, venues, and other DO'ers & creators are hurting during this unprecedented time. The core of our business is getting our users to go out and do awesome stuff every day in our beloved cities. We know there will be a brighter day and we want to support our partners in a unique way that keeps them top of mind while we all start to do stuff at home.

To help our partners during COVID-19, **we want to grant promotional packages to boost the stuff you have going on.** You can use this towards promoting your fundraiser, Live Stream, delivery/takeout service, or whatever other supportive endeavor you may be working on.

Use our channels, reach, and voice to encourage the local community while they do stuff at home.

If you are awarded a grant, we ask that you do the following:

- Supply creative for your campaign
- Tag @DoNYC/@donewyorkcity on all social platforms
- Use hashtag #dostuffathome on all social platforms

Media Package*

\$2,500 Value**

1 x Daily Email: Content Feature // 150k+ sends (min)
 1 x Daily Email Featured Event Ad // 150k+ sends (min)
 1 x Organic Facebook Post // 39k+ Followers
 1 x Organic: Instagram Story Post // 42k+ Followers
 1 x Organic: Twitter Post // 18k+ Followers
 1 x Full Page Featured Display Ad // One week, 75k estimated impressions
 Use of RSVP & Giveaway Platform (ENCOURAGED)

[View Design Specs](#)

**We'll do our best to deliver the above. Depending on timeline some deliverables may be modified.*

***Promotional Credit expires August 1, 2020*

Payment Terms

Amount	Invoice Issued	Payment due
-\$0	Upon signature of SOW	Upon Receipt of Invoice
Show us some love	Keep on creating, we need you	See you on the other side

Approval & Authorization

If you accept this proposed Statement of Work, please sign below and return to DoStuff Media. Once fully executed, this SOW, including DoStuff Media's Standard Terms and Conditions for Non-Platform Customers, will be the contract between us for this project.

Client

DOSTUFF MEDIA, LLC

Full name

Full name

Email

Email

Full Business Mailing Address

Signature

Signature

Date

Date

Standard Terms and Conditions for Non-Platform Customers

1. Each web site in the DoStuff Network, such as do312.com, is operated by a separate company from DoStuff Media, LLC. DoStuff Media typically calls these separate companies the "Metros." In most cases, the Metros are not owned or controlled by DoStuff Media, but are customers of DoStuff Media that operate their own separate businesses. In many cases, DoStuff Media arranges for national or regional campaigns, and asks the relevant Metros whether they wish to participate in that campaign.
2. Interactions between end user individuals and DoStuff Media, and between those individuals and each Metro, are governed by the Terms of Service and the Privacy Policy applicable to those interactions. For example, see www.do512.com/tos and www.do512.com/privacy. Performance of this letter agreement is subject to DoStuff's obligations to those end user individuals. Personally identifying information collected by DoStuff pursuant to this Agreement (a) may be retained and used by DoStuff for any purpose, so long as the individual providing the information has consented, and (b) will not be shared with Customer unless this Agreement expressly states
6. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. IF A CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT IS FIRST FILED BY CUSTOMER, THEN THE EXCLUSIVE VENUE TO RESOLVE THAT CLAIM AND ANY LATER ASSERTED CLAIM OR COUNTERCLAIM ARISING FROM OR RELATED TO THIS AGREEMENT LIES IN TRAVIS COUNTY, TEXAS. IF A CLAIM ARISING FROM OR RELATED TO THIS AGREEMENT IS FIRST FILED BY DOSTUFF, THEN THE EXCLUSIVE VENUE TO RESOLVE THAT CLAIM AND ANY LATER ASSERTED CLAIM OR COUNTERCLAIM ARISING FROM OR RELATED TO THIS AGREEMENT LIES IN THE STATE AND COUNTY OF CUSTOMER'S HEADQUARTERS.
7. DoStuff will maintain insurance throughout the term of this Agreement with at least the following minimum levels, and will, during each event at which Customer's Trademarks are displayed by DoStuff (if any) under this Agreement, cause Customer to be designated as an additional insured under DoStuff's CGL policy: Commercial General Liability (CGL), \$1,000,000 per occurrence, and \$1,000,000 in the aggregate; and Worker's Compensation, statutory required limits. No

that it will be and the individual providing the information affirmatively opts in to share his or her information with Customer.

3. The brands and related logos, taglines, labels and other designs and product or service identification (collectively "Trademarks") of DoStuff, and all trademark, copyright, and other rights in DoStuff's Trademarks, are solely DoStuff's property. The Trademarks of Customer, and all trademark, copyright, and other rights in Customer's Trademarks, are solely Customer's property. Any use of DoStuff's Trademarks shall inure solely to DoStuff's benefit. Any use of Customer's Trademarks shall inure solely to Customer's benefit. Customer grants to DoStuff, subject to the terms and conditions of this Agreement, a non-exclusive, non-assignable and non-transferable right and license to use Customer's Trademarks in connection with DoStuff's performance of this Agreement, provided that all proposed uses of Customer's Trademarks shall be subject to Customer's review and prior written approval.
4. DoStuff will use commercially reasonable efforts to perform the campaigns and programs described in this agreement, but cannot and does not guarantee specific results.
5. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN ADDITION, UNLESS RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR TO SERVICES PROVIDED OR TO BE PROVIDED UNDER THIS AGREEMENT, IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE TO DOSTUFF BY CUSTOMER UNDER THIS AGREEMENT.
- deductible or self-retention will exceed \$25,000 per loss. Within 7 days of Customer's request, DoStuff will provide insurance certificates showing that these minimum requirements have been satisfied.
8. DoStuff is an independent contractor of Customer, and neither party will operate as or represent itself to be an agent of the other party. No use of "partner" or similar terminology will be construed as creating or evidencing a partnership, joint venture or confidential relationship unless otherwise expressly agreed in writing.
9. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes any prior oral or written promises or agreements (except that any separate written non-disclosure agreement shall remain in effect). This Agreement cannot be modified except in a writing signed by both Customer and DoStuff. Conflicting terms in a purchase order, or any other document not signed by authorized contracting agents of both parties, do not modify or become part of this Agreement. Neither party is relying on any representation or warranty other than those expressly set forth in this Agreement.
10. This contract may not be cancelled within 30 days of earliest date in "Timing of Program" above. In event of cancellation, Customer will be liable for any and all direct, non-refundable costs already incurred by DoStuff to perform the campaign(s) and program(s) described in this agreement.

REV. 2014-01-06