

Advertising Committee Meeting Agenda
IDA and LDC

Town of Hempstead Local Development Corporation

Board Meeting

Courtroom, 2nd Floor

350 Front Street, Hempstead, NY

November 21, 2023

10:30 AM

or to follow the IDA and LDC Board Meetings

A Livestream of the meeting may also be viewed at www.tohlcdc.org. Select "Meeting Information and then Youtube – Live Stream and Recorded Meetings."

LDC Members: Thomas Grech, Chairman, Florestano Girardi, Jack Majkut, Fred Parola, Mike Lodato, Laura Tomeo and Jerry Kornbluth

IDA Members: Thomas Grech, Chairman, Florestano Girardi, Jack Majkut, Fred Parola, Mike Lodato, Laura Tomeo/Lorraine Rhoads and Jerry Kornbluth

Agenda:

IDA - Discussion of Todd Shapiro Associates Contract for 2024

IDA Review and acceptance of 2024 Website Hosting and Maintenance Agreement with Giovatto Agency

LDC Review and acceptance of 2024 Website Hosting and Maintenance Agreement with Giovatto Agency

Giovatto Agency

2024 Agency of record Terms of Agreement for the Town of Hempstead

Industrial Development Agency (TOHIDA)

This agreement confirms that Giovatto advertising agency is appointed as marketing advertising and sales promotion agency of record for the Town of Hempstead Industrial Development Agency (TOHIDA)

The following terms will apply:

1) This agreement with the Giovatto agency shall become effective January 1, 2024, and shall continue for a minimum of one (1) year, unless terminated on at least (30) days prior by written notice given to the Town of Hempstead Industrial Development Agency, or by Giovatto agency.

Such notice of termination shall be sent by registered or certified mail, return receipt requested, to the principal place of business of the party to whom such notice is directed. In the event of giving such notice of cancellation, Giovatto agency shall nevertheless continue to receive the remuneration earned pursuant to this agreement during such (30) day to the date of termination of all advertising.

2) For Creative, preparation and Production, Giovatto agency will prepare a cost estimate. When TOHIDA shall evidence its approval of a written estimate submitted by the Giovatto agency by signing and approving the same, Giovatto agency may enter into contracts.

3) All advertising run in all media, including but not limited to newspapers, magazines, billboards, radio and television, Internet, will be placed through Giovatto agency and all media billing will be sent directly to the Giovatto agency and Giovatto agency will bill out Media costs to the Town of Hempstead IDA, at the gross rate. Media billing will be sent to the Town Of Hempstead IDA at the end of each month; payment is requested within (7) days of receipt.

4) If upon TOHIDA requests, media contracts are taken out and client-agency relations are severed, TOHIDA agrees to pay "short rate" on any outstanding contract obligations.

Giovatto Agency

5) The Giovatto agency will perform the following services for TOHIDA in connection with the planning, preparation, and placing of advertising and marketing materials:

- a. Review your services and your marketing strategies.
- b. Analyze your present and potential markets and marketing objectives.
- c. Create, prepare and submit for your review and approval advertising and marketing materials.
- d. Employee on your behalf our knowledge of available media and means that can be profitably used to advertise and promote your services.
- e. Write, design, illustrate or otherwise prepare your advertisement and marketing materials, including commercials, radio or TV to be broadcast or other appropriate forms of advertising and marketing materials subject to your approval.
- f. What is the space, time or other means to be used for your advertising and handle media billing and payments endeavoring to secure the most advantageous rates available, subject to your approval?

6) The proposed annual budget is to be allocated to media insertions, creative, and production expenses.

7) Payment terms for creative and production charges will be invoiced to TOHIDA on a per project basis; payment is requested within (seven) days from receipt of invoice.

8) As between you and us, all advertising material prepared by the Giovatto agency and accepted and paid for by TOHIDA for use in advertising here will become TOHIDA property. It is understood that there may be limitations on the use and ownership of materials by virtue of the Rights of the third-party. We will advise you of the existence of such limitations.

NOTE: 2024 HOSTING and MAINTENANCE = \$5,000

If the above accordance with your understanding and agreement, kindly indicate your consent here too by signing in the place provided below on both copies enclosed here in and returning one copy to us

Giovatto agency by full: _____ Date: _____

Accepted and agreed: Town of Hempstead Industrial Development Agency (TOHIDA)

By full: _____ Date: _____

11/01/2023

Giovatto Agency

2024 Agency of record Terms of Agreement for the Town of Hempstead

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Giovatto Agency

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By full: _____ Date: _____

11/01/23