



BASCOM
COMMUNICATIONS & CONSULTING

September 5, 2017

Dr. Susanne F. Homant
President & CEO
The Able Trust
3320 Thomasville Road, Suite 200
Tallahassee, FL 32308

RE: CONTRACT AGREEMENT

Dear Dr. Homant,

Thank you for choosing *Bascom Communications & Consulting, LLC (BCC)* to serve as communications consultants for *The Able Trust* for the contractual period of **September 15, 2017, through July 31, 2018.**

This letter is to confirm the details under which The Able Trust will hire BCC, specifically relating to the services to be provided, the fee and payment schedule and the contractual agreement between The Able Trust and BCC for the term of the agreement. Please review this letter of engagement and accompanying contract to ensure that it articulates our agreement.

BCC will invoice on the 1st of each month for consulting services for the below amount for the contractual period of **September 15, 2017, through July 31, 2018.**

- **September 15, 2017 – September 30, 2017** **\$3,250**
- **October 1, 2017 – June 30, 2018** **\$6,500 per month**

All other additional collateral and briefing material development and printing, media placement fees, advertising, website development and maintenance, mailings, travel and special event costs will be an additional expense with prior approval of all quotes and expenses by The Able Trust. *(See Fees and Payment Section of the Terms of Engagement for further explanation and details.)*

Throughout the duration the contract, BCC will provide The Able Trust with communications consulting and media management services, including the following scope of work:

- Communications Assessment & Media Audit
- Message Development
- Public Affairs Events
- Earned Media Outreach & Management
- Social Media
- Targeted Digital Media *
- Collateral Material Development *
- Media Monitoring & Rapid Response
- Legislative Communications

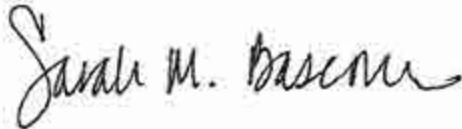
* *May carry additional fees*

Both parties will need to agree upon any additional compensation, if necessary, for work beyond the scope of services listed above. If these terms of service and payment for services meet with your approval, including those set forth in the accompanying terms of engagement, please sign both the engagement letter and the terms of engagement and promptly return to BCC.

If you have any questions about the letter of engagement or the terms of this contract, please do not hesitate to let me know.

Again, thank you for choosing BCC.

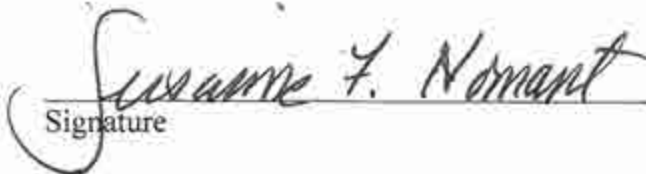
Kind regards,



Sarah Bascom
 President
 Bascom Communications & Consulting, LLC
 217 S. Adams Street
 Tallahassee, Florida 32301
 Email: sarah@bascomllc.com

AGREED TO AND ACCEPTED BY:

Dr. Susanne F. Homant, The Able Trust


 Signature

9/12/17
 Date





BASCOM

CONSULTING & SERVICES

TERMS OF ENGAGEMENT

Please carefully review the terms of engagement set forth in this agreement, as signing of this agreement is a statement of acknowledgment and acceptance, on your behalf, to the agreed upon and expected services, expectations and responsibility for results and success, timely remittance of all fees, expenses and retainers, terms of cancellation and responsibilities for retention and use of client files.

Scope of Services

The above engagement letter details the scope of work and services to be provided by BCC. These professional services will be delivered and executed as detailed in the engagement letter. If at any time either party agrees to extend the scope of the services, these services must be agreed upon in writing if the services are deemed by BCC or the client to be outside the scope and fee structure of the agreement. BCC will, at all times and to the best of our professional ability, act in good faith on your behalf. If at any time during the course of our representation you solicit our professional opinion, these expressions are of our best professional judgment and are not guarantees. Your representation will be overseen by Sarah Bascom, president of BCC. Other professional staff of BCC and consultants of BCC may also perform services on your behalf, under the guidance of BCC and in accordance with this agreement.

BCC acknowledges that only the President & CEO, Board Chair, Chair of D & M Committee, or anyone designated by the President/CEO may speak to the media on behalf of The Able Trust. BCC also acknowledges that its main point of contact is the President & CEO.

Fees and Payment Schedule

BCC will invoice on the 1st of each month for consulting services for the below amount for the contractual period of **September 15, 2017, through July 31, 2018.**

- **September 15, 2017 – September 30, 2017** **\$3,250**
- **October 1, 2017 – June 30, 2018** **\$6,500 per month**

All other additional collateral and briefing material development and printing, media placement fees, advertising, website development and maintenance, mailings, travel and special event costs will be an additional expense, with prior approval of all quotes and expenses by The Able Trust.

Please note that mailing and postage fees or any other like expense incurred at the direct request of the client (Example: USPS or FedEx) that is not a significant cost (less than \$150) will not require quote approval prior to being incurred, the request of the client to mail such packages will be perceived as prior approval. If BCC is to make any advertising buys or ad placements on the client's behalf, and pay for the placement in advance of client payment, an agency fee of 8% will be incurred. If the client would like to avoid the 8% placement fee, they may do so by paying for the ad buy directly.

All invoices are net 30, unless stated otherwise. After thirty (30) days, a 1.5 percent fee will be assessed on a monthly basis and if the account is not paid current within 20 days, BCC will discontinue its work and representation. If a collection process commences, the client will be responsible for any and all collections fees, attorneys' fees and court costs, in addition to the monies owed to BCC for its work completed. Please note that successful or unsuccessful passage of client legislation, campaign success or failure, or news articles generated or not generated, are not grounds for not paying the agreed upon BCC fees.

Ownership

BCC retains possession and ownership of all concepts, materials, websites, videos, advertisement creative and deliverables created under this agreement until the client has paid for these items in full. If items are provided to the client, and billed in a net 15 or net 30 timeframe, and payment is not received in a timely manner, BCC may refuse access to the items, immediately remove client access and retain possession and ownership. BCC may also determine not to provide the client access to the items until full payment has been received, with such determination to be made by BCC management on a case-by-case basis. Once the contract has expired, BCC will keep client records only as long as legally required.

Termination of Services

Either party may terminate this agreement at any time, with or without cause, with thirty (30) days written notice. If a termination is requested, BCC will provide any client materials and work product generated, subject to our rights for work produced and designed. BCC will retain its own work product for a reasonable period of time after a termination. If termination is requested, with an outstanding client balance, client materials and work product will be held until the client account is brought into good standing, in accordance with the Ownership section above. BCC has no liability or responsibility to retain any client files upon termination or non-renewal of a contract.

Conflict of Interest

BCC will, at all times, work in the best interest of its clients. At no time will BCC knowingly or willingly work in conflict with any of its clients. If a conflict arises, or a potential client poses a possible conflict of interest, BCC will immediately contact the client to discuss the appropriate course of action that is in the best interest of all parties.

AGREED TO AND ACCEPTED BY:

Dr. Susanne F. Homant, The Able Trust

Susanne F. Homant

Signature

9/12/17

Date

SFH