



Grove CID Executive and Finance Committee Meeting

TO BE HELD

November 14, 2022 at 10:00 AM

Via Zoom

Mobile: US: +13126266799,,82944111688# or +16469313860,,82944111688#

Meeting URL: <https://us06web.zoom.us/j/82944111688?from=addon>

Meeting ID: 829 4411 1688

NOTICE & PROPOSED AGENDA

TAKE NOTICE that on November 14, 2022, at 10:00 AM via Zoom, the Grove Community Improvement District (the "District") will hold an **Executive and Finance Committee** meeting to consider and act upon the matters on the following tentative agenda and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.

- 1. Call to Order**
- 2. Approval of Meeting Minutes**
- 3. Event Sponsorship, Naughty & Nice Fest – Approval**
- 4. Engage Taste & Photographer Contract Renewal – Approval**
- 5. Window Safety Infrastructure Program Update**
- 6. Other Business**
 - a. Flock Cameras
 - b. Grove Assessment
 - c. Reappointments and New Board Members Approved
- 7. Adjournment**

This meeting is open to the public; provided, however, a portion of the meeting may be closed to discuss select matters as provided by Section 610.021, RSMo.

Representatives of the news media may obtain copies of this notice, and persons with disabilities wishing to attend can contact: Park Central Development, 4512 Manchester #100, St. Louis, 63110, (314) 535-5311.

DATE POSTED: 11-10-2022

Time Posted: 10:00 AM

• **The Grove Community Improvement District** •

4512 Manchester, Suite #100 Saint Louis, MO 63110 (314) 535-5311

www.thegrovestl.com



Grove CID Executive Committee Meeting Minutes
November 3rd, 2022 at 3:00pm
ZOOM

Committee members present: Kelly Kenter, Matt Bauer, Kelly Spencer, Don Bellon, Chad Fox, Jon Shine
Committee members not in attendance: Tatyana Telnikova, Rick Lewis, Fahime Mohammad, Antonio French

Others in attendance: Nate McVicker (Safe Haven Defense), Nicola Walker (District 2 Neighborhood Liaison Officer), Detective Rodden, Rob Betts (TCF), Abul Abdullah, Julia Rabin, Codi Holt (Park Central), Lana Coleman (Cultivate Salon), Beckie Jacobs (Serendipity), John Boldt, Tom Boldt (Boldt Brothers), Luke Lieb (Unique Vision), Michael Browning (FPSE Neighborhood Association)

1. **Call to Order:** K. Kenter called the meeting to order at 3:02 PM.
2. **Approval of Previous Minutes:** M Bauer made a motion to approve the minutes. D Bellon seconded the motion. All in favor, motion passes.
3. **Chair & Administrator Comments & Order of Business:**
 - a. K Spencer thanked all the business owners for showing up to share their concerns and reminded them that the committee has been working hard to rebuild broken relationships to reinstate safety and security initiatives in the Grove. K Spencer shared that PCD has been working on new initiatives as well to help reduce crime and reminded everyone that these crimes are being seen throughout the city, not just in the Grove. K Spencer shared that each guest speaker would provide information that will be used by the committee to identify best actions going forward.
4. **Officer Nicola Walker, District 2 Neighborhood Liaison Officer:**
 - a. N Walker introduced Detective Rodden who gave an update on the recent spikes in crime, highlighting that the suspect from the incident on Halloween has been identified. D Bellon asked if this was this organized crime. Det. Rodden shared that it is and that they are focusing in on bar districts across the city. Office Walker gave an overview of best tips for businesses to deter burglaries. B Jacobs asked how do alarms help. N Walker said that alarms can scare off criminals and alert the police immediately of the incident. Det. Rodden recommended activating the glass break alarm on security systems and to make sure that the alarm immediately directs a call to police. B Jacobs asked how long a burglary takes. Det. Rodden shares that it can take less than 10 minutes.
5. **Safety Infrastructure Presentations**
 - a. **Safe Haven Defense, Nate McVicker**
 - i. N McVicker gave an overview of his smash resistant window product that can prevent someone from breaking through up to 5 minutes. R Betts vouched for the product, saying that he plans to install their bullet resistant product in TCFs windows.
 - b. **Unique Vision Solar Tint, Luke Leib**
 - i. L Leib also gave an overview of his security film, which makes glass shatter resistant and is a cost-effective defense against vandalism.

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c. Scheduling and Communications with Secondary Patrols, Rob Betts (TCF)

- i. R Betts highlighted the importance of communications between TCF and businesses. R Betts also shared a radio system and mobile app that businesses could purchase as a direct line of communications with TCF. C Fox asked if businesses could download this app immediately to start working with TCF. R Betts said yes but would like to work with the CID to create guidelines. A Abdullah shared that PCD would work with Betts to establish a protocol.

6. PCD Recommendations to Security:

- a. D Bellon shared his frustrations that there had not been any recommendations yet and shared that he was not planning on support the Grove CID through signing the special assessment petition. K Spencer shared that PCD was about to provide suggestions for the committee to vote on. A Abdullah gave an overview of recommendations, which included: approving a budget of \$50,000 from reserves to cover 50% (up to \$2,500) per business to install smash resistant windows on a first-come first-serve basis, using reserve for additional security patrols (until January 1) on Mon-Wed from 3-6am in addition to the current patrols on Thurs-Sun, and purchasing a few radios to assist businesses with communication with TCF. M Bauer asked about the costs associated with the second and third recommendations. K Kenter shared that the by laws allow the CID to use reserves on any additional security measures but asked if the first proposition was ran by our legal team and who would be responsible for suit if there were an issue with the program. A Abdullah shared that PCD would use the same system as the COVID grants which was vetted by legal. A Abdullah shared that PCD would oversee the program free of charge. K Kenter asked why \$50,000 was recommended. A Abdul shared that it was based on a bid average of \$5,000 per installation by Safe Haven. D Bellon asked if anyone every see patrols in the Grove. C Fox share that he sees them all the time and flags them down frequently to assist with issues.

7. Public Comment & Additional Recommendations

- a. K Spencer asked the public to share any concerns with the discussed recommendations and to share any suggestions they may have on other ways to approve the safety and security of the Grove. No public comments were made.

8. PCD & Public Recommendations to Security - Approval

- a. K Spencer motioned to conduct an emergency Grove CID Board email vote to approve the budget of \$50,000 for defense window installations; C Fox seconded. Roll call vote: D Bellon – NO, K Spencer – YES, K Kenter – YES, C Fox – YES, M Bauer – Yes, J Shine – ABSTAIN* (abstain due to internet connection issues). Motion carries.
- b. C Fox motioned to conduct an emergency Grove CID Board email vote to approve additional patrols in the Grove; M Bauer seconded. Roll call vote: D Bellon – NO, K Spencer – YES, K Kenter – YES, C Fox – YES, M Bauer – Yes, J Shine – ABSTAIN* (abstain due to internet connection issues). Motion carries.

9. Other Business: K Kenter requested the 2 votes be sent in 2 separate emails.

10. Adjournment: M Bauer motioned to adjourn; D Bellon seconded. All in favor – K Spencer adjourned the meeting at 4:19 PM.

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Grove Sponsorship Application

Naughty & Nice Festival

Date:	December 10, 2022
Funding Request:	\$10,000
Attendees:	7,500 – 8,500
Event Description:	<p>AS the Grove is known for its summer and fall festival offerings, the Naughty and Nice Festival aims to provide entertainment and bring in patrons during a time when activities in the Grove are somewhat sparse. There are two main components to the festival, one Naughty and one Nice. Throughout both portions of the festival, though, there will be donation drop offs for The Little Bit Foundation and Operation Food Search. The event will include a Sip and Shop, family friendly activities, tree lighting, bar crawl, “dirty carolers,” and more!</p>
Past Support:	First-time event



THE GROVE COMMUNITY IMPROVEMENT DISTRICT

FISCAL YEAR _____

SPECIAL EVENT GRANT APPLICATION

1. NAME OF EVENT/PROJECT: The Naughty & Nice Festival
2. DATE OF EVENT/PROJECT: December 10th, 2022
3. LOCATION OF EVENT/PROJECT (address and/or specific location where event/project will take place):
Address: Within The Grove Businesses
City, State, Zip: Sanct Louis, MO 63110
4. NAME OF APPLICANT/HOST ORGANIZATION:
Legal Name: Pride STL
Address: 3738 Chouteau Avenue
City State Zip: Sanct Louis, MO 63110
5. CONTACT PERSON/TITLE:
Name Arthur Dum
Title: Events Chair
Telephone No. (314) 696-9275 Fax No. () _____
E-mail: _____@_____.
6. TYPE OF ORGANIZATION - IRS STATUS (TAX ID NO.)
If applicable, attach Articles of Incorporation, Bylaws.
FID NO. See attached
7. ATTACH A LIST OF MEMBERS OF THE ORGANIZATION'S BOARD OF DIRECTORS
To be provided at the meeting
8. ATTACH A LIST OF ORGANIZATIONAL AND EVENT STAFF OF THE ORGANIZATION.
See attached
9. ATTACH MOST RECENT ANNUAL FINANCIAL REPORT FOR ORGANIZATION AND BUDGET FOR THE UPCOMING YEAR.
10. ATTACH PROOF OF GOOD CORPORATE STANDING (IF APPLICABLE)
To Be provided at the meeting
11. ATTACH PROOF OF CITY OF TAXES PAID IN CITY OF ST. LOUIS & GROVE CID (IF APPLICABLE)
To Be provided at the meeting
12. ATTACH A DESCRIPTION OF EVENT/PROJECT.
See attached
13. ANTICIPATED NUMBER OF EVENT ATTENDEES: 7,500 - 8,500



14. ANTICIPATED NUMBER OF EVENT VENDORS: This is for our retailers and Merchants
14. LIABILITY/MEDICAL INSURANCE? No Yes
If Yes, indicate insurance carrier, contact and telephone number: _____
(Grove CID must be named additionally insured and be provided a COI)
15. HAS VENUE/FACILITY BEEN SECURED? No Yes
If Yes, indicate location, contact and telephone number: N/A
16. IS EVENT ACCESSIBLE TO THE PUBLIC AND DISABLED PERSONS? No Yes
17. ATTACH EVENT/PROJECT BUDGET WITH ITEMIZED CATEGORIES OF REVENUE AND EXPENSES.
18. AMOUNT OF FUNDING REQUESTED: \$ 10,000
19. INTENDED USE OF THE FUNDS: Safety, Security, Clean Up
20. ATTACH PROOF OF MATCHING FUNDS (EQUAL OR GREATER THAN AMOUNT REQUEST FROM THE GROVE CID)
21. ATTACH MARKETING AND ADVERTISING PLAN.
22. ATTACH TRASH RECYCLING PLAN.
23. ATTACH SAFETY & SECURITY PLAN.
22. HOW WILL THE EVENT/PROJECT BENEFIT THE GROVE CID?
23. HAVE YOU RECEIVED GROVE CID SPECIAL EVENT FUNDING IN THE PAST? No Yes
If Yes, indicate name and date of event/project and amount received. Have served on most of our community festivals' planning committees
24. IF YOU HAVE RECEIVED PREVIOUS GROVE CID EVENT FUNDING, PLEASE PROVIDE PRELIMINARY & FINAL ATTENDANCE FIGURES AND FINAL REPORT. ALSO, PLEASE PROVIDE COPIES OF ALL EVENT PROMOTIONAL MATERIALS, INCLUDING RADIO OR TELEVISION SCRIPTS, BILLBOARD COPY, PRINTED FLIERS, ADS, OR OTHER MATERIAL YOU PURCHASED WITH GROVE CID MONEY. (ONLY PROVIDE MATERIAL ON THE MOST RECENT YEAR SPECIAL EVENT MONEY WAS RECEIVED.)
25. WHAT RESEARCH DO YOU HAVE REGARDING THE DEMOGRAPHICS OF YOUR ATTENDEES? HOW DO YOU MEASURE THE SUCCESS OF YOUR EVENT? HOW DO YOU MEASURE THE EFFECTIVENESS OF YOUR PROMOTION?

THE NAUGHTY & NICE FESTIVAL - 2022

GOALS AND OBJECTIVES

Goal: To create an annual event that will activate our retail spaces, engage our residents, families and merchants while providing a wonderful holiday tradition and opportunity for charitable impact.

Objectives

- Increase visibility and opportunities for our retailers
- Increase revenues for merchants, and thus tax revenue for the CID
- Have one of the city's largest festival organizers create a new, vibrant winter festival
- Attract 7,500 - 10,000 attendees to The Grove
- Programming for both the daytime and evening throughout the community
- Increase business interactions
- Having fun

INAUGURAL YEAR

The Naughty and Nice Festival was born from years of conversations on numerous community boards. The Grove has always been known for its great summer and fall festival offerings. However, the holiday season is somewhat sparse for our community. In addition, many of our community boards have sought ways to better support and activate our retail spaces, as well as engage with our residents and families, thus the

festival became an obvious imperative. One, luckily, that already garners great support by virtue of being discussed for so many years.

EVENT STRUCTURE

There are two main components to the festival, one Naughty and one Nice. Throughout both portions of the festival, though, there will be donation drop offs for The Little Bit Foundation and Operation Food Search. Both of these organizations are also putting together additional volunteer opportunities for families during the event.

The Nice portion of the festival would take place from 1-5 pm. This element would act as a Sip and Shop throughout the grove, with family friendly activities and curated activations WITHIN our business spaces. In addition, there will be a few fun competitions. Here, we would like to increase the collegiality of the merchants through some light-hearted competition, e.g. best hot cocoa, best dessert, best display, a silly relay.

From 5-6 pm we would have a Tree Lighting, then:

The Naughty portion of the festival will flip the street into an Elf Off the Shelf Quest from 6-10pm. This would be much like the pub crawls we've seen; however, the quest portion will allow us to highlight different pieces of The Grove's heritage, etc., tying in well with some of the current Marketing Committees goals. And, the events and programming will become more "grove-like" with the requisite fire, circus and drag performers. Further examples, would be "Dirty Carolers" from Titos walking throughout the community and Naughty Cards.

Ultimately, events like the Naughty and Nice Festival are not only fun and lucrative, but are necessary to will help keep our community vibrant and relevant.

LOGISTICS

TRASH AND RECYCLING

We have already engaged with quotes and bids for 8 regular portable restrooms split into 2-3 bays as well as having a few ADA restrooms. There will be 4 handwashing stations, which includes sanitation dispensers.

We are currently working with Tony to ensure we have the proper amount of trash bins necessary. From previous events, I believe this would be a 30-yard dumpster and a 8-yard recycling dumpster. This component will include litter abatement during and after the event.

SAFETY AND SECURITY

For any festival planning in The Grove, security is always paramount. Here we will work with TCF and the CID to ensure all possible precautions are taken and steps enacted. This will also include medical services. Specifically, we will have two officers during the Nice portion of the day and 4 officers present for the Naughty component, and the EMS and first aid stations.

MARKETING AND ADVERTISING

The festival will engage in multiple marketing and advertising avenues. Prismatic Events will be creating and distributing the socials and online assets. Tropical Liqueurs is able to utilize its radio assets from their partnership with The Blues. Then there are the community “happenings” opportunities, such as Explore Saint Louis, a partner of the CID, Do314, etc. We are working for a live radio spot on the day of the

festival, as well. Then, there are the resources and networks PrideSTL, The Little Bit Foundation and Operation Food Search are able to utilize, too.

The metrics of the advertising reach will be gathered after the event. These will include views, posts, shares and the like. These metrics have become increasingly easy to gather and report.

WORKING BUDGET

Sources

Grove CID \$10,000

Pub Crawl Profits \$4,000

Sponsorships \$8,000

(Midland States Bank, Simmons Bank, Titos, Brown Forman
and Una Vida).

\$22,000

Uses

Marketing/Signage \$1,500

Production/Staging \$7,500

Additional Activations: \$5,000

Security \$2,500

Barricading \$1,500

Permitting \$250

Sanitation \$1,500

Insurance \$1,000

Volunteer Food/Shirts \$500

\$21,250

PLANNING COMMITTEE AND EVALUATIONS

The planning committee will be kept fairly small for the first year, and yet will fully engage with each of the business throughout The Grove to ensure full activation of their spaces. The committee currently consists of:

PrideSTL - Events Committee

Tropical Liqueurs - Billy Thompson

Prismatic Events - Wes Rankin

Midland States Bank - Bank Manager

The Little Bit Foundation - Drive Manager

Operation Food Search - Offsite Volunteer Manager

We will also speak with a few more of the business owners to see if anyone, specifically our new businesses, would like to join!

EVALUATION

The definition of success for an event can vary widely. We intend to gather the usual metrics, number of participants and patrons, as well as post-event surveys. However, we also believe that the anecdotal component for a young festival is important and will be gathered. We hope to further the goals already set by the CID, and their respective committees.



314-363-1899



sara@engagetaste.com



www.engagetaste.com



100 Kingshighway Blvd. #2410
St. Louis, MO 63108

CONTRACT

November 1, 2022 - October 31, 2023

BILLING

- Invoiced monthly @ \$1150/month; Payable upon receipt
- Photography is handled by Matt Midekke (mjim4130@yahoo.com); billed separately @ \$200/month payable upon receipt and managed by EngageTaste

SOCIAL MEDIA MARKETING AGREEMENT

This Social Media Marketing Agreement (hereinafter "Agreement"), is made effective as of November 1, 2022 by and between the following parties:

Grove Community Improvement District, hereinafter referred to as "Client," having an address at
4512 Manchester Ave, St. Louis, MO 63110
email: codi@pcd-stl.org

and

EngageTaste, hereinafter referred to as "Marketer," having an address at
100 N Kingshighway Blvd. Apt 2410 St. Louis, MO 63108
email: sara@engagetaste.com

The parties shall be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client is engaged in the following business (the "Business"):

WHEREAS, Marketer has expertise and experience in creating, overseeing, and operating successful social media marketing campaigns;

WHEREAS, Client would like to engage Marketer to create and/or manage certain Campaigns, as defined more fully below;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties do agree as follows:

Article 1 - SCOPE:

This Agreement sets forth the terms and conditions whereby Marketer agrees to produce certain Campaigns, as described below, for Client. Marketer will be engaged solely and exclusively for the limited purpose of provision of the Campaigns.

Neither party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of the other. Except as specifically set forth herein, neither party shall have the power to control the activities and operations of the other and its status at all times will continue to be that of an independent contractor relationship.

Article 2 - DESCRIPTION OF SERVICES & WARRANTIES:

The Client hereby engages the Marketer and the Marketer accepts such engagement to create and/or manage the following Campaigns:

Title: The Grove

Description: Neighborhood Social Media Account

Marketer represents and warrants that Marketer has the knowledge, skills, and experience necessary to be lawfully engaged for the purposes described above. Marketer agrees that any original copy provided within the Campaigns will be the sole and exclusive authorship of Marketer and that the copy will be free from plagiarism.

Marketer agrees to use reasonable care, as is considered standard in Marketer's industry, to ensure that all statements contained within the Campaigns are true and do not infringe upon the copyright, right of privacy, right of publicity, or any other proprietary right of any third party. Client acknowledges and agrees, however, that full and final verification for accuracy is Client's responsibility.

Article 3 - EDITS AND APPROVAL:

The Client agrees not to alter unless the alterations are agreed upon by both parties in writing and notated within or upon this Agreement.

Marketer's fees include the following number of edit rounds per: 1.

If the Client wishes to alter the beyond the included edits, Marketer will still be owed all fees invoiced before any additional edits are made. Marketer shall then invoice for additional edits, which will be determined at the time the edits are discussed.

Article 4 - INTELLECTUAL PROPERTY:

All intellectual property contained within will become the intellectual property of Client, free and clear, as a work-made-for-hire.

Marketer may be engaged or employed in any other business, trade, profession, or other activity which does not place Marketer in a conflict of interest with the Client, provided, that,

during the term, Marketer shall not be engaged in any business activities that compete with the business of the Client without the Client's prior written consent.

Article 5 - FEES AND EXPENSES:

Client will be billed through an invoicing system monthly.

Payment will be made within the following amount of time after receipt of the invoice: upon receipt.

Article 6 - TAXES:

Marketer herein acknowledges that they will receive an IRS Form 1099-MISC from the Client. Client shall not withdraw any applicable tax funds from any fees paid to Marketer. Marketer and Client shall each be solely responsible for all of the federal, state, and local taxes applicable to them.

Article 7 - MILESTONES:

Marketer agrees to the following milestones:

Monthly Reporting & Analysis

Article 8 - NONEXCLUSIVITY:

Client and Marketer hereby acknowledge and agree that nothing contained herein is to establish an exclusive relationship between the Parties. Marketer shall be free to continue working for and taking on new clients, without regard to Client. Marketer does not need Client approval for any such work. Client is also free to hire additional marketers for any of Client's work and does not need Marketer's approval to do so.

Article 9 - CLIENT LEGAL REQUIREMENTS:

It is the Client's sole and exclusive responsibility to ensure that all legal requirements for Client's business are met. Such legal requirements include, but are not limited to, ensuring claims on advertising and graphics are true, accurate, and may be legally stated, as well as ensuring all products and product sales are lawful are lawful. Marketer shall not be responsible for any legal, technical, or regulatory specifications.

Article 10 - TERMINATION:

This Agreement may be immediately terminated in the event that there is a breach of the terms by either Party.

If Client finds Marketer's work unsatisfactory, Marketer shall be given the following amount of time for one revision to cure: 10 days. After this cure period, if Client still finds the work unsatisfactory, Marketer shall not be under any additional obligations. Client shall still be responsible to pay Marketer all due fees and the Parties may then terminate this Agreement. This agreement will also immediately terminate upon the death of the Marketer or Client, the inability of the Marketer to perform the services because of a sudden and medically documented physical or mental disability, the liquidation, dissolution or discontinuance of the business of the Client or Marketer in any manner, or the filing of any petition by or against

the Client or Marketer under federal or state bankruptcy or insolvency laws. This Agreement may also be terminated by either Party in writing. Notice shall be given at least the following amount of time before termination: 10 days.

Upon termination for any reason, all fees and reimbursements shall be paid and provided to the Marketer as they have accrued up to the date of termination.

Upon expiration or termination of this agreement, or at any other time upon the Client's written request, Marketer shall promptly after such expiration or termination:

- Deliver to the Client all work (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Marketer's use by the Client;
- Deliver to the Client all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on the Client's confidential or proprietary information, as discussed further elsewhere in this Agreement;
- Permanently erase all of the confidential or proprietary information from any of the Marketer's computer systems; and
- Certify in writing to the Client that Marketer has complied with the requirements of this clause.

Article 11 - CONFIDENTIAL OR PROPRIETARY INFORMATION:

Marketer hereby acknowledges and agrees that Marketer may receive confidential and/or proprietary information relating to Client's business. Such information may include, but will not be limited to, client lists, client notes, specifications, project information, plans, and/or technological resources. The confidential and/or proprietary information is significantly important to Client's business and it has been developed or obtained over time, with significant resources involved. Marketer understands and agrees that any unintended disclosure of any of the confidential and/or proprietary information would be significantly detrimental to Client. As such, Marketer agrees that they shall:

- I) Not disclose the confidential and/or proprietary information by any means not authorized by the Client to any third parties;
- II) Not copy or duplicate the confidential and/or proprietary information unless specifically directed to do so by the Client;
- III) Not disclose the confidential and/or proprietary information by any unauthorized means to any third parties for a period of at least one year following the termination of this agreement;
- IV) Not use the confidential and/or proprietary information for any purpose except those expressly authorized by the Client;
- V) Inform Client immediately if Marketer becomes aware of any unauthorized use or disclosure of the confidential and/or proprietary information.

Article 12 - PORTFOLIO USE:

Notwithstanding the specific rights of intellectual property outlined by this Agreement, Marketer shall be permitted to use all work in Marketer's professional portfolio, after such work has been made public by the Client. Nothing contained herein shall limit Marketer's such right.

Article 13 - INDEMNIFICATION:

Marketer and Client shall each defend, indemnify, and hold the other harmless (including all affiliates, officers, directors, employees, agents, successors, and assigns) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from bodily injury, death of any person, damage, real or intangible, to personal property resulting from the other's acts or omissions or the breach of any representation, warranty, or obligation under this Agreement.

Article 14 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the Parties shall survive termination of this Agreement.

Article 15 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by Marketer will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 16 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Missouri without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county in any legal suit, action, or proceeding arising out of or based upon this Agreement or the work provided hereunder: St. Louis City.

Article 17 - BENEFIT:

This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, and to their respective heirs, representatives, successors, and assigns.

Article 18 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 19 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other through personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this Section.

Article 20 - FORCE MAJEURE:

Marketer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

Article 21 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

Article 22 - ENTIRE AGREEMENT; MODIFICATION:

The agreement embodies the entire agreement between the Client and Marketer relating to the subject matter hereof. This Agreement may be changed, modified or discharged only if agreed to in writing by both parties.

IN WITNESS WHEREOF, the Parties execute this Agreement as follows:

Client

Signature

Date

Marketer

A handwritten signature in black ink that reads "Sara Graham". The signature is written in a cursive, flowing style.

Date: 08/24/2022