

FORMULA

MARKETING

Commission Agreement

Service Provider	Formula Marketing , located at 964 Fifth Avenue Suite 212, San Diego, CA 92101 Email: hello@formulamarketingsd.com Phone: 619-995-8333 All payments made out to Dowfin, LLC.			
Client	Company Name: GASLAMP QUARTER ASSOCIATION			
	Representative Name (First, Middle, Last): MICHAEL TRIMBLE			
	Phone number: 760 807-2525		Email: MICHAEL@GASLAMP.ORG	
	Billing address: 614 5th Ave STE "E"	City: SAN DIEGO	State: CA	Zip code: 92101
Payment	Payment Schedule: Second week of the month of advertiser's payments of previous month			
Commission	The Client shall pay Dowfin, LLC the following: (a) Direct Sales Revenue Commission for first year: Twenty five Percent (25%) from all advertisers both new and current that renew their advertising agreements as a result of Dowfin, LLC efforts. (b) Direct Sales Revenue Commission for year every consecutive: Twenty Percent (20%) from all advertisers both new and current that renew their annual advertising agreements as a result of Dowfin, LLC efforts. (c) Quarterly review with the GQA of each advertiser business performance. Each new and renewing advertiser will receive a quarterly review with Formula Marketing. Reports from the meetings will be on file with the GQA,			
Exhibits	Attached to this Agreement: A – Statement of Work B – Client Liaison Form			



2. **Commission Sources.** The Client agrees to pay Dowfin, LLC a commission based on revenues generated from advertising sales on the Gaslamp Quarter Association website. Commissions shall be calculated based upon gross revenue received by the Client.
3. **Payment of Commissions.** Commissions shall only be earned by Dowfin, LLC and paid by the Client after it receives full payment from the party that purchased an advertisement in a Commissionable Source. Commissions shall be paid during the same month following that in which payment in full has been received by the Client.
- (a) **Commission Statements.** Along with commission payments, Dowfin, LLC will provide a monthly statement listing the sales approved and agreed to by the Client for which Dowfin, LLC has earned a Commission, with reference to the specific orders with respect to which the Commission is being paid.
- (b) **Methods.** The Client can make payments through direct deposit, check, cashier's check, cash, or PayPal. A 5% fee will be added for credit card payments. All payments will be made to Dowfin, LLC.
- (c) **Other Fees.** Unless otherwise provided in this Agreement, all other services, including Out-of-Scope Assignments, rendered by Dowfin, LLC shall be subject to additional compensation under a separate agreement between Dowfin, LLC and the Client.
- (d) **Late fees.** Payments not made on time shall be subject to extra charges of 10% of the overdue amount for every 30 days past the due date. Dowfin, LLC will not start or continue to provide services until the Client has a clear balance.
- (e) **Refunds.** Once a payment or deposit is made, ***it is non-refundable***. If a project is canceled or postponed, all monies paid are retained by Dowfin, LLC and, if applicable, a fee for all work completed beyond what was already paid for shall be paid by the client.
- (f) **Chargebacks.** If the Client initiates a chargeback or payment dispute from a credit card company, payment gateway or bank, their service and/or project will be suspended without notice. A \$100 chargeback fee, plus any outstanding balances accrued as a result of the chargeback(s) must be paid in full before service is restored, files delivered, or any further work is done. Instead of issuing a chargeback, the Client must contact Dowfin, LLC to address any billing issues.
4. **Ongoing Sales & Marketing.** The Client and Dowfin, LLC will mutually agree on prices for advertising on the website, sales process, and sales materials. Mutual cooperation from both parties will be required for all content and ongoing marketing efforts. All marketing services and marketing companies' selection will be mutually agreed upon by Dowfin, LLC and the Client.
5. **Ownership.**
- a) **Work Product.** All Materials developed or prepared by Dowfin, LLC or its employees or Subcontractors for the Client hereunder that are subject to copyright, trademark, patent, or similar protection shall become the property of the Client and deemed "Work Product" provided that (i) the Materials are produced in final form (*i.e.*, ready to be disseminated to the public) and (ii) the Client has paid to Dowfin, LLC all fees and costs associated with creating and, where applicable, producing the Materials.
- b) **Dowfin, LLC Materials.** Notwithstanding any other provision of this Agreement, Dowfin, LLC shall retain all right, title and interest in and to, including any intellectual property rights with respect to, any data, designs, processes, specifications, software, applications, source code, object code, utilities, methodologies, know-how, materials, information and skills (and any derivative works, modifications and enhancements thereto) owned, acquired or developed by Formula Marketing or its licensors, and regardless of whether incorporated in any Work Product, (i) prior to the Effective Date; (ii) independently of, or not in connection with the performance of, the Services; (iii) in the general conduct of its business or to serve general functions that are not specific to the Client's unique requirements (collectively, "Dowfin, LLC Materials").
6. **Website hosting**
- a) **Hosting and website Management with Dowfin, LLC.** The Client can choose to host their website and/or emails with Dowfin, LLC. The Client agrees to pay a \$495 monthly fee for this service.
- b) **Terms of hosting cancellation.** The Client must notify Dowfin, LLC in writing of their intent to cancel by the 20th of the month and the hosting will be cancelled effective the 1st of the subsequent month. After the Client has cleared their outstanding balance, if any, Dowfin, LLC will provide an archived copy of the Client's website on one or more DVDs, which will be mailed to the address provided in section III.1. The Client may request in writing that a digital copy be provided in addition to the mailed copy. In this event, the digital copy will be provided as a shared Dropbox file within 10 business days of the request for a period of 30 days.
- c) **Domain ownership.** Dowfin, LLC will provide instructions for purchasing a website domain, if requested, but it is the Client's sole responsibility to maintain domain ownership for their website.
7. **Client Approval of Materials.** Dowfin, LLC shall submit to the Client for its written approval all elements of any materials to be produced or used, including, but not limited to, all copy, layouts, slogans, websites artworks, graphic materials, and photography (collectively, "Materials"). Submission for prior approval of Materials will not be required to the extent that they are preliminary only. Client to assist with initial research and material for the content build out.
8. **Services to the Client's Designees.** Should the Client request Dowfin, LLC to make purchases for or render services to any parent, subsidiary, or affiliate of the Client ("the Client Affiliate"), the Client and the Client Affiliate shall be jointly liable to Dowfin, LLC even though Dowfin, LLC may render invoices to the Client Affiliate.
9. **Third-Party Licenses & Products.**
- a) In situations in which Dowfin, LLC must use licensed materials from third parties for the purpose of developing the Client's website, ownership of such licensed materials remains with the licensor, and the Client agrees that it remains bound by the terms of such licenses and that it does not obtain proprietary rights in such third-party materials beyond the terms and conditions contained in the pertinent license. Dowfin, LLC will keep the Client informed of any such limitations.



- b) In addition to any other fees set forth in this Agreement, the Client shall be required to purchase any applicable third-party licenses for any third-party products that are necessary for Dowfin, LLC to develop the Client's website. Such third-party products may include, but are not limited to: domains, server-side applications, "back-end" applications, music, stock images, or any other copyrighted work which Dowfin, LLC deems necessary to purchase on behalf of the Client. In the event any such third-party product exceeds \$50.00 per product, Formula Marketing shall obtain the Client's prior written consent before incorporating such third-party product.
- c) The Client unconditionally guarantees that any elements of content, graphics, photos, designs, trademarks, or other artwork provided to Dowfin, LLC for inclusion in web pages are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend Dowfin, LLC and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.
- d) The Client will provide for any reimbursements for any sales materials required.

10. Communication terms

- a) Client representative. The Client must designate a single person, be it themselves or a representative from their organization, to be the only point of contact and to exercise full authority in all decision making and content providing for the entirety of this agreement by filling out the attached Client Liaison Form (Exhibit B).
- b) Client decision-making. Whether as part of project execution or throughout the ongoing marketing contract, there will be key moments in which Dowfin, LLC will require specific content or the Client's written approval in order to proceed. If the Client does not provide any feedback, Dowfin, LLC will not move forward with the initiative, which will cause project implementation delays.
- c) Outside working hours. Dowfin, LLC will do its best to communicate with the Client outside of business hours in exceptional situations, which can refer to server downtime, booking forms or shopping cart crashes, and unforeseeable business emergencies.

- 11. Marketing. Any use of Dowfin, LLC logos or links on the Clients website must be approved in writing by Dowfin, LLC. Either party may elect to issue a press release related to this Agreement. In doing so, any release shall be approved by the other party and such approval shall not be unreasonably withheld.

12. Termination

- a) Termination. Either party may terminate this Agreement with out cause by giving 90 days written notice to the other party as stated in section 19. Notices.
- b) In the event of Termination, the Client shall pay Dowfin, LLC for all services rendered and work performed up to the effective date of termination and Dowfin, LLC will provide the Client with all completed deliverables up to the termination date.
- c) Return of Proprietary or Confidential Information. Within sixty (60) days after the termination or expiration of this Agreement, each party shall return to the other party all materials and copies marked "Proprietary" or "Confidential" or, with the approval of the owner, destroy all such Proprietary or Confidential Information.
- d) Length of Agreement. Dowfin, LLC will provide services rendered for two years. After two years has commenced, this agreement will auto-renew, unless otherwise stated.
- e) Commission Severance. In the event the Company elects to terminate Formula Marketing's contract without cause, Dowfin, LLC shall continue to receive commission payments from Commissionable Advertising Sources for a period of three (3) months following the effective termination date.

13. Access provided by the client

- a) The Client hereby authorizes Dowfin, LLC to access any and all of the Client's accounts as necessary to provide marketing services, including but not limited to domain name registrars, social media, payment processing, and web hosting, and agrees to provide in a timely manner all necessary credentials for the access thereof.
- b) The Client authorizes the web hosting service to provide Dowfin, LLC with full access to the Client's website and any other directories or programs necessary for Dowfin, LLC to provide its services.

- 14. Confidentiality. The parties agree to hold each other's Proprietary or Confidential Information in strict confidence. "Proprietary or Confidential Information" shall include, but is not limited to, written or oral contracts, trade secrets, know-how, business methods, business policies, memoranda, reports, records, computer retained information, notes, or financial information. Proprietary or Confidential Information shall not include any information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of the receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party; (iii) is independently developed by the receiving party; or (iv) is subject to disclosure under court order or other lawful process. The parties agree not to make each other's Proprietary or Confidential Information available in any form to any third party or to use each other's Proprietary or Confidential Information for any purpose other than as specified in this Agreement. Each party's Proprietary or Confidential Information shall remain the sole and exclusive property of that party. The parties agree that in the event of use or disclosure by the other party other than as specifically provided for in this Agreement, the non-disclosing party may be entitled to equitable relief. Notwithstanding termination or expiration of this Agreement, Dowfin, LLC and the Client acknowledge and agree that their obligations of confidentiality with respect to Proprietary or Confidential Information shall continue in effect for a total period of three (3) years from the Effective Date.

15. Warranties

- a) Dowfin, LLC provides all its services "as-is" and makes no warranty, either express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose. Dowfin, LLC does not warrant that any websites, web-based or technology-related services (collective "Web Design & Marketing Services") will be free of material bugs or defects. However, for two weeks after the website launch, Dowfin, LLC will fix any errors incurred by them free of charge. Such warranty does not extend to any modifications made to the website or the Client's local and social media made by anyone other than Dowfin, LLC.
- b) Disclaimer of warranties. Except as set forth in this agreement, all services are provided on an "as is" and "as available" basis, and Dowfin, LLC expressly disclaims all other warranties, express and implied, including, but not limited to, the merchantability and fitness for a particular purpose.

Client initials _____



- c) Third-party disclaimer. Dowfin, LLC makes no warranty of any kind, whether express or implied, with regard to any third-party products, third party content or any software, equipment, or hardware obtained from or installed by third parties.

16. Indemnities.

- a) Client Indemnity. The Client shall indemnify, defend, and hold harmless Dowfin, LLC, its members, employees, subcontractors, and agents (each an "Dowfin, LLC Indemnitee") from and against any and all Loss incurred by an Dowfin, LLC Indemnitee based upon or arising out of any third-party claim, allegation, demand, suit, or proceeding (each, a "Claim") made or brought against any Dowfin, LLC Indemnitee with respect to any advertising, branding, research or other products or services which Dowfin, LLC prepared or performed for the Client hereunder to the extent that such Claim relates, in whole or substantial part, to:
- i. the inaccuracy of any information supplied by the Client or its agents to Dowfin, LLC including, without limitation, information concerning the Client's products and services, the products or services of the Client's competitors or the Client's product or service category.
 - ii. the use of any marketing, branding, research, advertising, packaging, trademark, software, hardware or other materials, or components thereof, furnished by the Client or its agents to Dowfin, LLC to be included in any Materials or media placements.
 - iii. the use of any materials or data provided or created by Dowfin, LLC and changed by the Client or its agents or used in a manner different from that agreed by the parties.
 - iv. risks or restrictions known by the Client where the Client nonetheless elected to proceed.
 - v. death, personal injury, or product liability (including health and safety) claims or actions arising from the use of the Client's products and services.
 - vi. the unauthorized or improper use of materials or marks by the Client, the Client's designees, licensees, distributors, franchisees, or the Client Affiliates.
 - vii. allegations of copyright, patent, trademark, or trade dress infringement or violations.
 - viii. any material breach of the terms of this Agreement by, or any act of omission of, the Client or its agents or employees relating to media commitments made by Dowfin, LLC pursuant to the Client's approval as provided for herein; and
 - ix. the negligence, gross negligence, bad faith, or intentional or willful misconduct of the Client or its employees, agents, or the Client Affiliates.
- b) Third Party Investigations of the Client. The Client shall reimburse Dowfin, LLC for all costs and expenses (including reasonable attorneys' fees and costs) incurred by Dowfin, LLC resulting from any third-party investigation of the acts or practices of the Client including, without limitation, any costs or expenses related to compliance with any third-party subpoena or other discovery request. Should Dowfin, LLC be served with a third party subpoena in connection with the Services it performed for the Client, Dowfin, LLC shall promptly advise the Client and consult with the Client regarding Dowfin, LLC response to the subpoena to the extent the subpoena seeks the Client data, documents, or information pertaining to the Client so that the Client may have an opportunity to seek appropriate relief.
17. Subcontractors. The Client acknowledges that Dowfin, LLC may, in the rendition of the Services hereunder, engage third-party suppliers and other vendors and subcontractors ("Subcontractors") to provide certain services. Dowfin, LLC shall supervise such services and endeavor to guard against any loss to the Client as the result of the failure of Subcontractors to properly execute their commitments, but Dowfin, LLC shall not be responsible for their failure, acts or omissions, except where such failure, acts or omissions are due to Dowfin, LLC negligence or willful misconduct. If the Client enters arrangements with third party vendors, subcontractors, or suppliers regarding the provision of materials or services ("Preferred Suppliers") and requests that Dowfin, LLC utilize such Preferred Suppliers in the discharge of Dowfin, LLC obligations hereunder, the Client remains solely responsible for such Preferred Suppliers.
18. Governing Law, Jurisdiction, and Venue. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the internal laws of the State of California, without regard to its conflict of laws rules or choice of law principles. Exclusive jurisdiction and venue for any claims made by either party against the other shall be located in San Diego, California.
19. Notices. Notices under this Agreement are sufficient if given by email or by mail at the addresses stated on the first page of this Agreement.
- a) Notice is effective: (i) when delivered personally, (ii) three (3) business days after sent by certified mail, or (iii) on the business day after sent by a nationally recognized courier service for next day delivery or by email. A party may change its notice address by giving notice in accordance with this paragraph.
- b) Any verbal or text conversation must be followed up with an email notification; communication made outside the aforementioned channels will not be acted upon.
20. Force Majeure. Neither the Client nor Dowfin, LLC shall be liable to the other for any failure, inability, or delay in performing hereunder if caused by any cause beyond the reasonable control of the party so failing, including, without limitation, an Act of God, war, strike, or fire; but due diligence shall be used in curing such cause and in resuming performance.
21. Entire Agreement. This Agreement and the Schedules attached hereto constitute the entire agreement between Dowfin, LLC and the Client relating to the subject matter hereof and supersedes any prior agreement or understandings between them. This Agreement may not be modified or amended unless such modification or amendment is agreed to by both Dowfin, LLC and the Client in writing.

The undersigned agree to the terms and conditions of this agreement on behalf of their company.

Client initials 

On behalf of Dowfin, LLC (authorized signature) 	Date: 9/30/21
On behalf of the Client (authorized signature) MICHAEL TRIMBLE EXECUTIVE DIRECTOR 	Date: 9/30/21

Client initials 

Exhibit - CLIENT LIAISON AGREEMENT

The Client must choose a single person, be it themselves or another representative of their organization, to be the official point of contact for all Dowfin LLC projects as "Liaison".

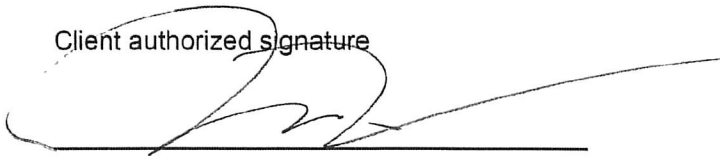
The Client, GASLAMP QUARTER ASSOCIATION, represented by
MICHAEL TRIMBLE, hereby appoints MICHAEL TRIMBLE as their
Liaison, to be reached by phone at 760 807-2525 and by email at
MICHAEL@GASLAMP.ORG.

The Client understands that the Liaison will have the following rights and responsibilities:

- a) ensure proper, timely, and complete communication between Dowfin LLC and the Client
- b) exercise full authority over the requests of Dowfin LLC projects, effectively communicating the desired outcomes and limitations of their project
- c) provide final media and text content that is royalty-free or owned by the Client
- d) provide feedback and approval for all Dowfin LLC content, strategies, and spending related to the Client
- e) make time-sensitive decisions in emergency situations

The Client grants these rights and responsibilities to the Liaison for all projects indefinitely, until otherwise specified in a separate agreement.

Client authorized signature



Date

9/30/21