



Marketing and Communications Consulting Proposal For the 2026-2027 Academic Year

Presented to:
Fort Thomas Independent Schools

Presented by:
Zach Wells



Marketing and Communications Consulting Proposal

Living Media LLC aims to partner with the Fort Thomas Independent Schools to deliver comprehensive marketing and communications services on a consulting basis from August 1, 2026 through July 31, 2027.

- Consultation/Strategic Planning
- Project Management
- Content Development
- Graphic Design
- Social Media Management
- Media Relations
- Copywriting/Editing
- Videos
- On-site Photography Shoots
- Crisis Communication
- Website Maintenance
- Writing and Designing District Publications
(i.e. *Traditions* and the District calendar)

Living Media LLC will charge a total of \$68,000 for the 2026-2027 academic year, broken out as follows:

Marketing and Communications Consulting Fee: **\$63,000**

Publication, Design and Editing Fees: **\$5,000**

Total Investment: **\$68,000**

The Fort Thomas Independent Schools will assume all printing, postage and delivery costs associated with *Traditions* and the District calendar.

By signing below, Client hereby agrees to the terms of this Proposal, as well as described herein.

Zach Wells
Living Media, LLC

Date

Client's Authorized Signature
Fort Thomas Independent Schools

Date



Public Relations/Marketing Partnership

Description of Products and Services

- 1. Consultation/Strategic Planning** – Living Media will initially consult with District personnel in order to develop an overall strategic plan and then throughout the year to determine short term communication goals and content topics.
- 2. Project Management** – Living Media will coordinate with District/School personnel to ensure that important events/topics are covered through the appropriate publication venues.
- 3. Content Development/Writing** – Press Releases should be written by Living Media. Press Releases must be written following the District's style and voice as identified in the District's Communication Style Guide. All Press Releases are to be approved by the District prior to publication. Social media content will be developed and published by Living Media, as well as by representatives of the District.
- 4. Social Media** – Living Media will increase the District's social media presence by utilizing a variety of platforms including, but not necessarily limited to, Facebook, X (Twitter), Instagram, Snapchat, and YouTube. Living Media will create and share content.
- 5. Videos** – Living Media will promote the District's mission and vision through the production and sharing of videos on a regular basis. These videos will be shared on the District website and via a variety of social media platforms.
- 6: On-Site Photography Shoots:** Living Media will maintain a consistent presence inside the five Fort Thomas schools and the central office, collecting both scheduled and impromptu still photographs that can be used for social media and district projects and publications.
- 7. Crisis Communication:** Living Media maintains on-call availability 24/7/365 in the event the need for crisis communication arises.
- 8. Writing and Designing District Publications:** Living Media will work with District leadership to enterprise content for Traditions, a twice-per-year FTIS publication, and the District calendar for 2026-2027 that will be distributed to stakeholders in August of 2026. Living Media will assume responsibility for writing, editing, populating and designing the layout, while the Fort Thomas Independent Schools will incur all financial costs associated with printing and mailing.
- 9: Website Rollout:** Living Media will provide guidance, as needed, to enhance the FTIS website unveiled in the summer of 2025.
- 10: Period of Contract:** The proposed consulting arrangement will last from 8/1/2026-7/31/2027.



Terms and Conditions

1. The Proposal and Scope of Work. Client hereby agrees to accept the terms of the attached and incorporated Digital Services Proposal and Scope of Work ("Proposal") provided to Client by Living Media, Inc. (hereinafter, "Living Media") subject to the Agreement set forth herein (the "Agreement"). In the event there is a conflict between any terms of the Proposal and this Agreement, the terms in this Agreement shall prevail.

2. Services. Living Media shall provide Client the services as specifically set forth in the Proposal signed by the parties ("Services").

3. Materials to be supplied by Client. Client hereby agrees and commits to provide any and all materials required in the Proposal in order for Living Media to provide Services set forth herein ("Client Materials").

4. Payment. Living Media will bill Client as specifically provided in the Proposal. Payment by Client is due upon receipt of the invoice. In the event this Agreement is entered into by an agency on behalf of an Client, the agency agrees that Client and agency are jointly and severally liable for the terms of this Agreement, including but not limited to any payment obligations.

5. Proprietary Rights. Client hereby grants Living Media the right to use the Client Materials in order to perform the Services hereunder. All right, title and interest in the Client Materials and to any deliverables associated with the Services shall remain or become the exclusive property of Client. Notwithstanding the foregoing, all right, title and interest in and to the phases, processes, measurements, systems, software, data, databases, and other intellectual property produced, used or owned by Living Media, or which were created in the development, creation, delivery and use of the Services, excluding the Client Materials or any deliverables delivered to Client by Living Media, including any modifications, enhancements, or derivative works thereof, are and shall remain or become the exclusive property of Living Media.

6. Representations and Warranties. Each party represents and warrants that it has the right and authority to enter into this Agreement.

a. Client's Representations and Warranties. Client represents and warrants that (i) Client has all necessary rights and authority to grant Living Media the right to use the Client Materials in connection with the performing the Services hereunder, (ii) Living Media's use of the Client Materials in connection with the Services will not violate the rights of any third party, including but not limited to copyright, trademark, patent or other intellectual property or property right; and (iv) Client shall supply Living Media with the Promotional elements, if applicable, as agreed to by the Parties in a timely manner.

b. Living Media Representations and Warranties. Living Media represents and warrants that (i) Living Media has all necessary rights and authority to perform the Services hereunder, (ii) the Services and any deliverables delivered to Client in connection with the Services will not violate the rights of any third party, including but not limited to copyright, trademark, patent or other intellectual property or property right; and (iv) Living Media will perform the Services in a professional and workmanlike manner and in compliance with all federal, state and local laws and regulations.

7. Indemnification. Each party (the "Indemnifying Party") shall defend, indemnify, and hold harmless the other party, and its parent, subsidiaries, affiliates, directors, officers, employees, agents and representatives (collectively, the "Indemnified Party") from and against all claims, demands, suits, losses, damages, costs, and expenses (including without limitation reasonable attorneys' fees) arising out of or relating to a third party claim or demand against the Indemnified Party arising out of or relating to (i) the negligent acts, omissions, or willful misconduct by the Indemnifying Party; (ii) the breach of any obligation, representation, or warranty hereunder by the Indemnifying Party; or (iii) the violation of any applicable law, statute or regulation by the Indemnifying Party.

8. Term & Termination. The terms of this Agreement shall begin on the date of signature set forth on the Signature Page of the Proposal, and shall continue until the Services are completed, as agreed to by the parties, unless earlier terminated pursuant to the terms of this Agreement. This Agreement may be terminated by Living Media at any time for any reason by providing Client with at least thirty (30) days written notice of its wish to terminate. This Agreement may be terminated by Client after the initial ninety (90) days from the signing of the Proposal with or without

cause by providing Living Media at least 30 days written notice of its wish to terminate; or, at any time in the event Living Media is in material breach of any material term of these Agreement, Client provides Living Media with written notice of said breach and Living Media fails to cure the breach within 30 days of receipt of said written notice.

9. Warranty Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATION AND WARRANTY SET FORTH IN SECTION 3 HEREOF, Living Media MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE, OR OTHERWISE, UNDER THIS AGREEMENT AND CLIENT SPECIFICALLY WAIVES ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST Living Media FOR BREACH OF ANY TYPE OF WARRANTY, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Living Media DOES NOT GUARANTEE ANY SPECIFIC RESULTS OF THE SERVICES PROVIDED HEREUNDER WILL BE ERROR FREE OR UNINTERRUPTED.

10. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

11. Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that such performance of contractual obligations is rendered impossible or impractical, either totally or in part, by any acts of God, strike, governmental acts or orders or restrictions, war, acts of terrorism, failure of suppliers, network or telecommunications outage, or any other reason where failure to perform is beyond the reasonable control of the non-performing party (collectively, "Force Majeure"). A Force Majeure event shall have the effect of suspending the obligations of the party which has invoked the provisions of this Section to the extent such obligations are affected by the Force Majeure.

12. Privacy. Living Media guarantees that all information that is marked confidential or by the very nature of the information should in good faith be deemed confidential that Living Media receives from Client will be held as confidential within Living Media and will not be shared with any third party, and shall be held in conformity with all applicable laws and regulations.

13. Miscellaneous. a. The parties understand and agree that Living Media shall perform all services hereunder as an independent contractor, and that this Agreement does not create a joint venture, partnership, employment or agency relationship between Living Media and Client.

b. This Agreement may not be assigned by Client without the prior written consent of Living Media. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

c. This Agreement constitutes the entire agreement between Living Media and Client with respect to the subject matter hereof.

d. All notices, consents and other communications hereunder must be in writing and will be deemed to have been duly given when delivered to the other party at the address provided herein.

e. This Agreement shall be construed in accordance with the laws of the State of Ohio without regard to conflict of law principles.

f. If any provision herein shall be deemed or declared unenforceable, invalid or void by a court of competent jurisdiction, the same shall not impair any of the other provisions contained herein which shall be enforced in accordance with their respective terms.

g. No failure or delay by either party hereto to exercise any right, power or privilege provided hereunder or by applicable law shall operate as a waiver thereof. The remedies provided herein shall be cumulative and shall not be exclusive of any rights or remedies provided by law.

h. Living Media does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Client hereby certifies that it is not buying broadcasting air time under this Agreement for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, national origin or ancestry.

i. Sections 3, 5, 6, 7, 9, 10, and 13 will survive termination or expiration of this Agreement.