



SEED MEDIA AND VALDEZ CONVENTION & CIVIC CENTER ADVERTISING AGREEMENT 2025-2027

April 1, 2025 to March 31, 2027

The City of Valdez (City), an Alaska municipal corporation, and Seed Media, LLC (Seed Media), an Alaska limited liability company (together "Parties") hereby agree to the following terms for use of physical and screen space for advertising at the Valdez Convention & Civic Center ("VCCC" & "Cinema").

RECITALS

WHEREAS, the City and Seed Media desire to enter into this Agreement whereby the City shall provide Seed Media access to physical and screen space for advertising purposes at the VCCC in exchange for the services set forth herein; and

WHEREAS, Seed Media presently owns and maintains two flat-screen television monitors at the VCCC and the City owns and maintains the Civic Center, including a theatre and projection equipment; and

WHEREAS, Seed Media desires to provide the services set forth herein in exchange for access to screen and physical space at the VCCC for advertising purposes; and

WHEREAS, the City desires to provide Seed Media access to screen and physical space at the VCCC for advertising purposes in exchange for the services set forth herein; and

WHEREAS, the parties find this Agreement to be mutually beneficial.

NOW THEREFORE, for good and valuable consideration the City and Seed Media agree as follows:

TERMS

A. TERM AND TERMINATION.

1. The initial term of this Agreement begins on April 1, 2025, or the date this Agreement is signed by both parties, whichever is later, and expires on March 31, 2027.
2. Seed Media and the City shall designate point of contacts for communications and scheduling.
3. Prior to the expiration of the initial term of this Agreement, Seed Media in the judgment of the City, must satisfactorily provide the services specified in this Agreement by the expiry date. Only then, Seed Media may apply to have this Agreement renewed for three additional one-year terms by the expiry date of each term (2028, 2029 & 2030).
4. The renewal application shall be in writing and submitted to the City at least thirty (30) days prior to the expiration of the initial term. Before renewal is granted, the City may make this available for public review and comment.
5. Seed Media will advertise for the Valdez Convention & Civic Center ("VCCC") and Parks Recreation & Cultural Services ("PRCS") with content made by Seed Media and content provided by the City. "PRCS" includes promotional materials for PRCS, Library, PRCS Special Events. PRCS Special Events are New Years Eve Viewing, Memorial Day, Fourth of July and Community Tree Lighting.
6. Within a maximum of FOURTEEN (14) days of signing; the promotional content must be in place and in rotation in all specified location in Seed Media's Obligations.
7. Seed Media will make any edits to required City content and deliver that content within two (2) months of notification.
8. Seed Media may cancel this Agreement by giving forty-five (45) days' written notice to the VCCC. The VCCC may cancel this Agreement, in its sole discretion, by giving fourteen (14) days' written notice to Seed Media.
9. The VCCC and PRCS will provide promotional posters to Seed Media via e-mail with ad week run dates. Rotating ads for VCCC, PRCS, Library and PRCS Special Events for Seed Media to display. The ad week will be Monday through Sunday, ads will be delivered by the VCCC and PRCS by end of workday Thursday at 5:00 PM to be displayed by 1:00 PM Monday.

B. SEED MEDIA OBLIGATIONS

1. Provide all hardware (excluding the projector used for pre-show content in the theatre), software and programming for all advertising screens, including two flat screen monitors in the lobby of the Civic Center, and a hard drive computer in the theatre for the cinema screen to provide advertising and pre-show screen content for movies.
2. Screens must be maintained weekly before the first showing. Seed Media staff will be on call to fix any issues with the screens or the VCCC will turn them off.

3. Seed Media is responsible for their own dedicated network to their equipment which provides content to the projector and lobby screens. VCCC Wi-Fi shall not be utilized for this purpose.
4. Seed Media will make advertising space available in regular ad rotation for PRCS and Library promotional content on all advertising screens located at Valdez Food Cache and the VCCC, including the VCCC preshow. PRCS & Library content will run up to one (1) minute in the regular ad rotation.
 - i. Only at the VCCC, if the one (1) minute of ad time is not at full capacity, Seed Media will add up to one (1) additional minute and display VCCC and PRCS promotional videos to utilize the space.
 - ii. No permanent PRCS posters will be allowed on Seed Media screens, all ads must have a start and end date. Ads with horizontal & vertical posters will be displayed on all screens at the VCCC.
 - iii. Seed Media must provide a pre-movie advertisement loop offering local information, ads and entertainment. Seed Media will manage scheduling, timing, loading, monitoring, maintaining, updating content, organizing and alternating spots.
5. All vertical Seed Media advertisement screens located in Valdez and Glennallen will display VCCC Cinema posters. In regular ad rotation, these ads will display for fifteen (15) seconds each.
 - i. Only at the VCCC, the "Welcome to the Civic Center Cinema" ad and "Concessions Offerings" ads must also be included in the ad rotation and display for fifteen (15) seconds each.
6. All Seed Media advertisement screens located in Valdez and Glenallen will display PRCS Special Events promotional content. In regular ad rotation, these ads will display ads for fifteen (15) seconds each. Ads will run one month prior to the Special Events start date and will be removed after the event. All posters will be provided by PRCS and be in horizontal & vertical formats.
7. Seed Media may utilize the Cinema Projector for a "Prime Time Preshow" if the following terms are fulfilled.
 - i. Seed Media will include short snippets and/or spotlights featuring positive local stories or visuals from our community, prime-time cinema quality advertisements ending with the "Welcome to the Valdez Cinema" animation. The maximum time allotted will be TEN (10) minutes before the listed movie start time. Content must be refreshed with new content at minimum every FOUR (4) months.
 - ii. Seed Media is responsible for all the content uploaded into the DoReMei show vault. Seed Media will ensure all content is free of all harmful software before ingestion. If the DoReMei computer is compromised or damaged by Seed Media, Seed Media is responsible for full repair or replacement cost. Repair or

replacement costs and vendors will be the sole determination of the VCCC Management & PRCS Director.

- iii. Content ingestion must be scheduled with VCCC Management or VCCC Movie Tech for timely ingestion and testing. Seed Media must provide the run time of each ad.
- 8. VCCC Management and PRCS Management will have final approval on all advertising and branded images.
 - 9. Any content displayed on any screen must be appropriate for all audiences and in accordance with the City of Valdez and Seed Media's policies.
 - 10. Advertising services, all ads must be delivered before the expiration of this agreement.
 - i. Seed Media shall provide advertising space listed in sections B.4, B.5, B.6 and B7.
 - ii. Seed Media will produce two (2) video ads for PRCS for the APRA conference in September 2025 and September 2026. Each video will be thirty (30) seconds in length and available for use on any digital format required by the VCCC and PRCS. One (1) video will be completed and delivered by August 1, 2025 and one (1) refreshed video being delivered by August 1, 2026. PRCS must deliver all materials, scripts and an outline of the ad to Seed Media by June 1, 2025 and an updated outline delivered by June 1, 2026. Final approval of these ads will be at the discretion of the PRCS Director.
 - iii. Seed Media is responsible for attending PRCS events for content and developing that content in a timely manner.

C. CITY OBLIGATIONS

- 1. Provide access to the locked display case in the Lobby for one flat-screen monitor.
- 2. Provide access to another "space" in the lobby or main hall of the VCCC for a portable monitor in a non-obstructed, high-traffic area. This monitor may be no bigger than sixty inches, must be on wheels, and may be moved by VCCC staff, as required for other event needs.
- 3. VCCC staff will turn on both television monitors, if off, during all VCCC events at the discretion of the VCCC Management.
- 4. VCCC Staff will notify Seed Media if there are issues with any on site screens as soon as possible.
- 5. Provide a quality long-lens, multi-media projector for displaying preshow content on the cinema screen of the theatre and the theatre house audio system. The VCCC reserves the right to use this projector and audio system for any other use.

6. VCCC staff will start the preshow projector FORTY-FIVE (45) minutes before the movie or within available time between movies.
7. VCCC Movie Tech will build the Seed Media "Prime Time Preshow" into the movie showing and make sure it starts ten (10) minutes before the listed movie start time. Replacing ads when prompted by Seed Media every four (4) months.
8. Seed Media will be given twenty-four (24) Cinema Passes, two shows per month, for quality review of content during showings for as long as this Agreement remains in effect. The VCCC shall provide these passes within FOURTEEN (14) days of the effective date of this Agreement and annually March 1, if the agreement is active.
9. Provide electrical power to all Seed Media hardware.
10. VCCC and PRCS will deliver content by end of workday Thursday at 5:00 PM to be displayed by 1:00 PM Monday.
11. PRCS must deliver all materials, scripts and an outline of the ad to Seed Media by June 1, 2025 and an updated outline delivered by June 1, 2026. Final approval of these ads will be at the discretion of the PRCS Director.

D. RIGHTS TO ART AND VIDEO.

1. Seed Media shall own all right, title and interest to the media(s) which are the subject of this Contract Agreement, including all copyrights therein as well as to all the digital files, raw media, illustrations, graphic design, concepts, branding styles, out-takes, and clips.
2. Seed Media grants the City a non-transferable license to display the finished art and video on the City website, digital screens, account profiles at third party websites or any another placement chosen by the City. The City of Valdez will give credit to creation and development of the final art whenever possible.
3. For any Product or Service created and/or delivered under this Agreement that uses or references any property, trade secret, or proprietary information owned or used by Seed Media before the date of this Agreement, ownership shall be allocated as follows:
 - i. Seed Media shall retain all right, title and interest in the developer tools and applications, including but not limited to Strategy Documents, used or supplied by Seed Media in connection with developing all graphic design and capturing all imagery.
 - ii. Seed Media shall retain all right, title and interest in all project files, including but not limited to video project files, photography project files, graphic design project files, existing, project file templates, used or supplied by Seed Media in connection with developing all graphic design and capturing all imagery.

E. ADDITIONAL TERMS.

1. The City shall have no responsibility for any possible damage to, or destruction of, any hardware owned by Seed Media while on the premises of the City.
2. The City makes no guarantees regarding the number of movies, or number of movie showings, in any given month or year. The City reserves the right to show alternate content on the cinema screen, at its sole discretion.
3. Seed Media waives all claims against the City arising from performance of its obligations under this Agreement or otherwise and agrees to hold harmless, indemnify, and defend the City against all claims arising under or related to this Agreement.

IN WITNESS WHEREOF, the parties to this presence have executed this Agreement in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned above.

Seed Media LLC

BY: _____

DATE: _____

TITLE: _____

FEDERAL ID #: _____

Mailing Address

City, State, Zip Code

Signature of Company Secretary or Attest

Date: _____

**CITY OF VALDEZ, ALASKA
APPROVED:**

Dennis Fleming, Mayor

Date: _____

ATTEST:

Sheri L. Pierce, MMC, City Clerk

Date: _____

RECOMMENDED:

Ken Wilson, Director Parks, Recreation & Cultural
Services Department

Date: _____

**APPROVED AS TO FORM:
Brena, Bell & Walker, P.C.**

Jake W. Staser

Date: _____