



Agreement for City of Broken Arrow

**This document contains all details relevant to products and services,
scope of work, pricing and terms.**

Created by:

Lauren Holloway-Carter

**14017 Quail Springs Pkwy, Oklahoma
City, OK 73134
405-471-5550**



Company Name	City of Broken Arrow
Contact	Aaron McColloch
Company Address	220 S First Street Broken Arrow, ok 74012
Company Website	brokenarrowok.gov
Company Email	amccolloch@brokenarrowok.gov
Company Phone	+19182592400

Name	Price	QTY	Subtotal
Printing Services Print run: 45,955 Specs: 24 pages, 5.5" x 8.5" finished, saddle stitched, 4/4 w/ bleed, self-cover, 100# gloss text, 3 tabs on 3 open sides as per USPS requirements Consumer Mailing list: 45,945 single family dwellings, inside BA city limits, \$45k+ HH Income Postage Indicia: High Five Media Printing: \$50,949 Postage Estimate: \$16,000 to \$24,000 (final number is based on the individual carrier route's density and will be finalized when postage is run by USPS)	\$50,949.00	1	\$50,949.00
Print Services - list, design, shipping Address List: \$1,552 Design Services: \$2,980 Shipping to Tulsa BMUE: \$276	\$4,808.00	1	\$4,808.00

Total \$55,757.00

Agree to Scope of Work



Payment to Initiate Services	4808	Date: 2026-03-02
Recurring Invoice Amount	50949	Date: 2026-02-09
Deposit/OneTime Invoice Payment Method	Invoice/Check	
Recurring Payment Method	Invoice/Check	

Consideration

HIGH FIVE TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Services. High Five Media Group, LLC (hereafter "Agency") will publish print products, digital services, and provide marketing services for the Client as described and with the terms set forth within the Agreement and in accordance with the Terms and Conditions contained herein. In the performance of its services hereunder, Agency is authorized to act as Client's agent in purchasing materials and services required to produce advertising products/services on Client's behalf. Regarding the specific Agency service of media buying, if the Client has established creditworthiness with the media outlet from which Agency will be placing a media buy, Agency will enter a contract with the media outlet, based upon the limit of the Client's credit worthiness, and Agency will bill Client directly. If the Client does not have established creditworthiness with the media outlet Client will be asked to complete a media outlet credit application. Upon the media outlet's establishment of the Client's creditworthiness the Agency will then enter a contract with the media outlet based upon the limits of Client's creditworthiness and Agency will bill the Client directly. If the Client does not secure creditworthiness with the media outlet the Client must pre-pay for any media buys before they are contracted by Agency. Client understands and authorizes the practice in which Agency receives commission through media outlet, or markup, for placing Client's media buys. Agency reserves the right to assign certain subcontractors to support fulfillment of the Agreement to ensure the right fit for the job as well as on-time completion.

2. Client Cooperation. Client agrees to reasonably cooperate with Agency in the performance of the services, to include, as applicable, making available necessary personnel, providing timely answers to questions and reviewing materials, plans and deliverables in a timely manner. Client understands that delivery dates are estimates only, and that Agency is not responsible for delays or consequences that are not the direct result of Agency's own negligent acts. Further, Agency is not responsible for vendor delays or delays caused in part because Client fails to perform any of its obligations under the Agreement, in which case Agency may extend the delivery schedule and assess additional charges.

3. Client Communication and Opt-Out. Client agrees to receive text messages and emails from Agency. Agency is not responsible for any delays or disruptions in service caused by issues related to the Client's mobile phone carrier, email service provider, or equipment. Client may opt-out of receiving text messages by replying "STOP" to any message or email received. Client acknowledges that opting out of text messages may delay or hinder the completion of certain services.

4. Agency Rejection, Client Cancellation Requirements. Agency reserves the right to reject the entire Agreement at any time within fifteen business days of receipt of the signed Agreement in its offices in Oklahoma City, OK upon written notice to Client (email or certified mail) at the Client address/email listed on the



Agreement. Agency agrees to refund Client payments made for services which were not performed prior to Agency's rejection of the Agreement within the fifteen-business day Agency rejection period. Client agrees to pay the reasonable costs of any services performed or products purchased prior to the Agency's rejection of the Agreement. Client may cancel this Agreement upon written notice to Agency (email or certified mail) received in its Oklahoma City, OK office prior to the fifth business day after the Agreement was executed. If Client cancels this Agreement, they further agree to pay for the reasonable costs associated with any services performed or products purchased prior to the Client's cancellation of the Agreement. Agency reserves the right to reject any client request to use/create/order work product that Agency deems in its sole discretion to be objectionable. If the Client chooses later to cancel part or all the Agreement, subsequent to initial acceptance of the Agreement by both Agency and Client and the initiation of Service and/or Products, Client must present a signed High Five Agreement Adjustment. Upon receipt of a High Five Agreement Adjustment and Agency's confirmation of the fulfillment of the contracted terms and payments of the Agreement, the cancellation process will begin. The Cancellation process requires a minimum of 31 days' notice. Therefore, Client will receive a minimum of one additional invoice for the Agreement's products and/or services, billed on their standard monthly invoice date. Upon receipt of Client's invoice payment and any other outstanding monies due, Client's cancellation will be processed, delivery of products and services will cease, and Client will be relieved of further financial commitments as noted on the signed High Five Agreement Adjustment. Notwithstanding anything contained herein to the contrary, this Agreement may not be terminated prior to the minimum length of term for each product, service or project as detailed within each Agreement and the terms herein.

5. Term of Agreement; Automatic Renewal. With respect to products and services, the term is listed on the Agreement. Following the defined term in the Agreement, the Client understands that all Agency products/services contracted will continue in full force and effect on an automatic monthly renewal basis with the same products/services provided and same cost structures as set forth in the Agreement. On periodic occasions at the Agency's discretion following the completion of Client's contracted minimum term, Agency may increase rates for certain products or services. Because Client's billing status is month to month Client has the option to cancel (see sections 4 and 6 regarding cancellation notice requirements) if Client chooses not to pay the new rates. Media buys are not subject to automatic renewal except for some Client "High Five Packages" as outlined on the Agreement.

6. Website Cancellation and Transferability

(A) Cancellation Prior to Completion of Term. If the Client chooses to cancel their website prior to completion of the minimum website activation term or website redesign/refresh term, Client may submit a client signed High Five Agreement Adjustment. Upon confirmed email receipt of the Client's signed High Five Agreement Adjustment Client will be notified of the remaining contracted payments due as detailed on their Agreement. The Client is responsible to pay the Agency the remainder of the unpaid twelve-month balance (or longer if defined in the Agreement) prior to the cancellation process beginning. Prior to receipt of all monies due the Client will remain responsible for payment of all ongoing monthly website invoices until the cancellation process is completed. Upon receipt of Client's outstanding minimum term payments and any other outstanding monies due, Client cancellation will be processed, Client's website will be taken down, and Client will be relieved of further financial commitments pertaining to their website. Upon website cancellation the Client forfeits all rights to the use of any content created by Agency during the build, redesign, or ongoing maintenance of the client website. Content created by Agency could include, but is not limited to, written words, headlines, graphic images, marks, icons, color schemes, additional code, sound, video or photo and all material (in any form) which is licensed through Agency or third-party vendors.

(B) Cancellation After Completion of Term. If the Client chooses to cancel their website following full payment of the minimum twelve-month (or longer if defined in the Agreement) website activation term or website redesign/refresh term, Client may submit a client signed High Five Agreement Adjustment. Upon confirmed email receipt of the Client's signed High Five Agreement Adjustment and fulfillment of the contracted terms and payments of the Agreement, the cancellation process will begin. Client will receive two final invoices on their standard monthly invoice date following confirmed receipt of the Client signed High Five Agreement Adjustment. Upon receipt of Client's final two invoice payments and any other outstanding monies due, Client cancellation will be processed, the Website will be taken down, and Client will be relieved of further financial commitments pertaining to their Website. Upon Cancellation the Client forfeits all rights to the use of any content created by Agency during the build, redesign/refresh, or ongoing maintenance of the Client Website. Content created by Agency could include, but is not limited to, written words, headlines, graphic images, marks, icons, color schemes, additional code, sound, video or photo and all material (in any form) which is licensed through Agency or third-party vendors.

(C) Transfer Procedure. Client may request transfer of ownership of Client's website from Agency to Client following full payment of the minimum twelve-month (or longer if defined in the Agreement) website activation or website redesign/refresh term. Client will be responsible to first pay a transfer Fee equal to the sum of the Client's most current twelve monthly website billings plus the Client's most recent website activation fee. Upon receipt of the transfer fee payment, Agency will initiate the process to transfer ownership of client's website content and the available usage rights, pursuant to section 10 of this Agreement and subject to any rights held on material (in any form) which is licensed through Agency or third-party vendors. The transfer process can take up to sixty days, during this period the Client will remain responsible for payment of their existing monthly website invoices until the transfer process is completed. Upon receipt of payment of all Client invoices and any other outstanding monies due, Client's website transfer of ownership will be processed. Upon the website transfer of ownership from Agency to Client certain website elements for which the Agency holds licenses will terminate. Concurrently the Client assumes full responsibility to secure the necessary authorizations for usage of any third-party licensed or copyright elements present on Client website which Client chooses to retain. Website landing pages require a three (3) month minimum term with automatic monthly renewal but are non-transferrable upon cancellation.

7. Paid Digital Advertising Campaigns

(A) Ownership. As part of the services Agency offers to Client, Agency may design, implement, manage, and optimize advertising campaigns for Client through Paid Digital Advertising Platforms. Client acknowledges that all Paid Digital Advertising Campaigns are created, managed, and operated by Agency, and are made available to Client solely as part of the Services provided under this Agreement. All rights, title, and interest in and to all Paid Digital Advertising Campaign materials, including without limitation, advertising accounts, campaign structures, strategies, methods, workflows, configurations, settings, keywords, ad copy, creative content, tracking configurations, data, performance information, optimization methodologies, and other work product or intellectual property developed, created, or used by Agency in connection with the Paid Digital Advertising Campaign (collectively, "PDAC Materials") are and shall remain the sole and exclusive property of Agency. Client shall acquire no ownership interest or rights in the PDAC Materials, whether during or after the term of this Agreement.

(B) Account Structure & Access. Client understands and agrees that all Paid Digital Advertising Campaigns are created and operated through Agency's primary Digital Management Account, and any Paid Digital Advertising account, profile, or sub-account associated with Client is a sub-account or managed account under Agency's Digital Management Account. Client shall have no right to access, assume control of, or receive administrative rights to any such account during or after the term of this Agreement. Client shall not request or require transfer or access to any contents of Client's Paid Digital Advertising Account, Digital Management Account, configuration, or related assets.

(C). Post-Termination. Upon expiration, termination, or cancellation of this Agreement for any reason, Agency's obligation to provide Paid Digital Advertising services shall immediately cease. Client shall have no continued rights to access, use, or control any Paid Digital Advertising Campaign, Digital



Management Account, sub-accounts, campaign data, or PDAC Materials, and Agency shall retain full ownership and control thereof. Agency shall have no obligation to export, transfer, or disclose any Paid Digital Advertising Campaign, Digital Management Account Materials or account access to Client. Client understands and agrees that Agency's advertising systems and campaign structures are proprietary in nature and central to Agency's business operations. As such, all Paid Digital Advertising Campaigns are operated by Agency through Agency-owned and managed advertising systems and accounts. Client acknowledges that upon termination of the Agreement, Client will not receive access to or control of any Paid Digital Advertising Campaign or Digital Management Account, including but not limited to sub-accounts, configurations, structures, or campaign histories. Client expressly agrees that such accounts and data: (1) shall not be transferred or assigned to Client; (2) shall not be accessed by Client or any third party without Agency's written consent; and (3) shall remain under Agency's exclusive control before, during, and after the term of this Agreement. Client's execution of the Agreement constitutes acceptance of this ownership structure and limitation.

8. Ownership and Termination of AI and Automation Solutions. As an additional service, Agency may provide Client with access to certain AI and automation solutions on a leased basis only. All rights, title, and interest in and to the underlying platforms, user interfaces, databases, sets of data, restructured data, and any associated intellectual property developed by Agency remain the sole property of Agency. Upon termination or cancellation of the Agreement, or breach of the Agreement by Client, the Client's access to these AI and automation solutions shall cease immediately. The Client acknowledges that no transfer of software, platform, or related data will occur, and all services will be discontinued without any obligation for Agency to provide ongoing access, data, or support post-termination to Client or any third party.

9. Financial Arrangements. The summary of products/services/projects to be provided to the Client is detailed in the Agreement and outlines commitments for products/services/projects, including new products added outside of the initial Agreement to be delivered to Client, and the compensation to be paid to Agency, as agreed upon by the Agency and Client. If any conflicts arise between original Agreement and additional Agreements, the most current Agreement shall control all matters including pricing, scope of services delivered (whether added or removed) as well as terms and conditions. Client may, during the progress of any work hereunder, by written or oral order to Agency, require additions, modifications, cancellations, or suspensions of such assigned work. Upon receipt of such instructions from Client, Agency shall notify Client of estimated additional costs or restrictions pursuant cancellation/addition requirements contained in other sections of this Agreement and then take actions necessary to implement the Client's requests. Client agrees to compensate the Agency and hold Agency harmless with respect to any costs incurred by Client as a result thereof.

10. Billing and Payment Procedures. Client agrees to pay Agency invoices due as listed in the Agreement, when due and payable, without notice through the full term as detailed in the terms of the Agreement. Client invoices are considered due upon receipt. If Client's full payments are not received within 30 days of invoice due date, Agency reserves the right to initiate collection procedures. Payments not received within 30 days of invoice due date also will be subject to a 1.75% monthly finance charge. At any time on the request of either party and, in any event, prior to the contracted full term of a product or service outlined in this Agreement, the parties may discuss adjustments to the products or services to be provided and the compensation payable to Agency. However, until the parties mutually agree on such revised terms in writing, the then-current services and compensation shall remain in effect. Should Client request materials or other deliverables be completed on a rush basis, an additional fee for rush services shall apply. The rush fee shall be as described and agreed upon by both parties in advance. Client agrees to review all proofs of work as they are made available, as Client input is vital for Agency's ability to develop the best programs on Client's behalf. Please contact the Agency's accounting manager with any concerns regarding Agency billing upon receipt of any invoice. If Client does not notify Agency in writing (email or certified mail) within 30 days after receipt of invoice, Client agrees that the invoice as received is correct and payable in full. If a late or partial payment is made by Client, Agency will apply said payments first to clear balances charged for Agency products, services, and interest accrued. After the balances due for Agency products, services and interest accrued are cleared, the remaining funds will be applied to balances due for media buys or third-party vendors.

11. Indemnity and Claims.

(A) Client Indemnity Obligation. Because of Client's familiarity with its own business and the fact that Agency is merely serving as Client's agent, Agency cannot undertake to verify all the details supplied to Agency by Client. Therefore, Client agrees to indemnify, defend and hold harmless Agency and its employees, officers, directors, shareholders and agents from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened arising out of (i) the nature or use of Client's products or services; (ii) any assertions Agency may make on Client's behalf, including assertions about Client's company, products or services or about Client's competitors and any competitor's products or services, in any which Client approves; or (iii) risks or assertions which Agency brings to Client's attention where Client elects to proceed; or (iv) infringement or claims of infringement arising out of Agency's adherence to Client's instructions.

(B) Agency Indemnity Obligation. Agency will indemnify, defend and hold harmless Client and its employees, officers, directors, shareholders and agents against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened against Client based upon or arising out of any work product furnished by Agency to Client and used by Client without alteration pertaining to libel, slander, defamation, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through Client or to the extent such costs/claims are covered by Client's insurance coverage. If Agency is called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (e.g. complying with a document subpoena) Agency will be entitled to fees for staff hourly charges and reimbursement for out-of-pocket expenses for services rendered to Client, or time spent by Agency in connection with such matters. After Agency has issued material to the press or to another third party, its use is no longer under Agency's control. Agency cannot ensure the use of materials by any media, nor that any information published will accurately convey the information provided by Agency.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. Agency's total aggregate liability for any claim of any kind arising because of or related to this Agreement, whether based in contract, warranty or any other legal or equitable grounds, shall be limited to the amounts received by Agency from Client for the particular product(s), service(s), and projects(s) which form(s) the basis for such claim. Client waives all rights against Agency for any damages to the extent covered by insurance maintained by the Client.

(C) NOTIFICATION OF CLAIMS. A party entitled to be indemnified pursuant to this section 11 shall provide prompt written notice to the party alleged to be liable for such indemnification (the "Indemnifying Party") of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense. The Indemnified Party shall cooperate with



the Indemnifying Party in any such defense. The Indemnified Party may settle or compromise such claim or demand. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession required by it for use in contesting any third-party claim or demand.

12. Ownership and New Marks.

(A) Work Product Ownership. Agency acknowledges and agrees that upon full payment of all sums due to Agency under this Agreement, and pursuant to the restrictions of website cancellations within section 6 of these Terms and Conditions, and subject to any third-party rights for licensed materials incorporated therein, all slogans, artwork, written materials, drawings, photographs, graphic materials, transferred websites, apps, video, film, music, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively the "Work Product"), developed or prepared by Agency or its employees, agents, contractors, or subcontractors under this Agreement shall be deemed "works made for hire" and shall, between Client and Agency, be Client's exclusive property, subject to any third party rights, restrictions or obligations, and website cancellation and transfer policies outlined in section 6 of these Terms and Conditions, provided: (i) such Work Product is accepted by the Client and such acceptance is further reflected by placement/use of such work product; and (ii) Client pays all fees and costs associated with creating, and, where applicable, producing such Work Product for the full term as required by the Agreement; and (iii) with particular respect to Client's future usage of website content following a Client-requested website cancellation or transfer, Client will only have usage rights to the website content created by Agency pursuant to the Website Cancellation and Transfer Policies upon a Client website transfer request and transfer payments. Subject only to the three aforesaid conditions and the Terms and Conditions of this Agreement, all title and interest to Work Product shall vest in Client as "works made-for-hire" within the meaning of the United States Copyright Act.

(B) New Marks. When Agency creates, develops, or otherwise provides New Marks to Client in the form of taglines, slogans, icons, logos, graphics, sound or visual designs, product/ brand names, or other materials (collectively "New Marks") for Client's use in connection with work or material created by Agency, Agency may perform a preliminary search for established use of such New Marks. Agency's review and any such searches are intended only to provide preliminary guidance on proposed New Marks for Client's consideration and are not provided as legal guidance or legal clearance for use of any New Marks. Agency is not a law firm and does not provide legal advice. Client will be granted an opportunity to conduct or obtain a Client-initiated legal review to confirm clearance of proposed New Marks. If Client's review uncovers legal clearance issues Client should bring the issues to Agency for discussions regarding resolution. Agency will provide reasonable Agency services attempting to resolve the challenge of the New Marks. Client assumes full responsibility for the ultimate clearance and use of any New Marks. If Client approves the use of New Marks, Client agrees to Indemnify Agency and hold Agency harmless against all claims, damages, losses, or liabilities arising from the approval and use of New Marks.

13. Safeguarding of Property. Agency will take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of negligence on Agency's part or willful disregard by Agency for Client's property rights, Agency will not be responsible for any loss, damage, destruction, or unauthorized use by others of any such property. Materials provided to Agency shall be maintained for an Agency-determined useful period, but no longer than two years and, thereafter, either returned to Client or discarded, as Client directs in writing. If Client prefers to adopt a different practice regarding material retention, please request in writing to Agency.

14. Termination. In addition to the early termination rights contained in sections 4 as well as in sections 5 and 6, either party may terminate this Agreement if (i) the other party is in breach or default of any material term of this Agreement, and said breach or default continues un-remedied for a period of thirty days ("Notice Period") after such party's receipt of written notice specifying the grounds of such breach or default; (ii) a petition under any bankruptcy law is filed by or against the other party, (iii) the other party executes an assignment for the benefit of creditors, (iv) a receiver is appointed for the other party's assets or (v) the other party becomes insolvent or takes advantage of any insolvency or any similar statute. The rights, duties, and responsibilities of the Agency will continue in full force during the Notice Period, including the ordering and billing of advertising media whose published closing dates fall within such Notice Period.

15. Rights upon Termination. Upon termination of this Agreement, Agency will make available to Client, or Client's representative, all Work Product in Agency possession or control belonging to Client subject to the terms and conditions contained in sections 6 & 12 hereof and any rights of third parties. Agency also agrees to give all reasonable cooperation toward transferring to Client or Client's designee, with approval of third parties in interest, all pending arrangements with advertising media or others for advertising space, facilities, and talent, and other materials yet to be used, upon the Client duly releasing Agency from the obligation thereof. Client recognizes that talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. All contracts and obligations entered by the Agency on behalf of the Client prior to the termination of this Agreement shall remain commissionable to the Agency following the termination for the obligation's full term as entered by the Agency. Notwithstanding the foregoing, it is understood by the parties that Agency may keep archival copies of Work Product for historical purposes and sample use.

16. Dispute Resolution and Law. In the event of a dispute between Agency and Client arising from this Agreement, the dispute will be resolved by confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules in Oklahoma City, Oklahoma. In rendering an award, the arbitrator will not have authority to award damages in excess or other than the types allowed in these Terms and Conditions, the Agreement or further Agreements. The arbitrator's award shall be final, binding, and conclusive upon the parties, and the judgement rendered thereon may be entered in any court having jurisdiction thereof. The laws of the State of Oklahoma shall govern this Agreement.

17. Successors and Assigns; Entire Agreement; Authority. Client acknowledges having entered into the Agreement without relying upon any promises, statement, estimate, representations, warranties, conditions, or other inducements, expressed, implied, oral or written, not specifically set forth in the Agreement or herein. The Agreement and these Terms and Conditions contain the entire understanding between parties and shall bind the parties and their respective successors and assigns. Client may not assign its rights hereunder without the prior written consent of Agency, and no such assignment shall relieve Client of its liability hereunder. The individual signing the Agreement on behalf of Client represents and warrants that they are authorized to sign as an authorized agent, owner, officer, partner, or employee of Client and that they are empowered to bind Client to the Terms and Conditions contained herein. The Agreement will bind and inure to the benefit of the respective successors and assigns of the parties and expresses the entire agreement. The Agreement may be assigned by Agency to any affiliate of Agency or any party or entity with whom Agency may merge or consolidate or to whom Agency may sell its assets.

18. Additional Documents. Client agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.



19. No Third-Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

20. No Fiduciary Relationship unless Expressly Stated. Client and Agency agree that absent an express provision being added to these terms or the Agreement, there is no fiduciary relationship created between Agency and Client, and Agency is not a fiduciary of Client.

21. Paragraph Headings and Captions. Paragraph headings and captions contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or determined to be invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.

23. Modification of Terms. High Five Media may update or modify its Terms & Conditions ("T&Cs") from time to time. Updated T&Cs will be posted at the URL listed on the High Five website. High Five Media will provide Client with a notice of change at least thirty (30) days before the changes take effect. Client's continued use of High Five Products/Services after the effective date of the updated T&Cs constitutes acceptance of the updated terms.

24. Force Majeure. The Agency shall not be liable for any failure, delay, or inability to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, strikes, fire, pandemics, governmental restrictions, significant business interruptions, or other unforeseen circumstances that materially affect its ability to perform. The Agency shall make commercially reasonable efforts to resume performance as soon as practicable following the cessation of such force majeure event.

25. Compliance with Laws. Both parties will comply with the provisions of all federal, state, and local laws, ordinances, and regulations applicable to the performance of their obligations under this Agreement.

26. Independent Contractors, No Partnership. Except only as otherwise specifically provided herein and necessary in connection with Agency's services provided hereunder, the parties are independent contractors, and nothing herein contained shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture, fiduciary or otherwise between the parties.

27. No Exclusivity or Guarantee. Client understands that Agency is not offering product, service or industry exclusivity to Client and Agency may provide services to other businesses offering similar or even identical products or services. Agency will perform its services in a commercially reasonable manner, but no specific result or impact on the Client's business is guaranteed.

28. Employee Non-Solicitation. During the term in which Agency provides products/services to Client, and for a period of twelve (12) months after the termination of said products/ services, Client agrees not to recruit nor enter a pay for services arrangement with any of Agency's employees without written approval of Agency.

29. Confidentiality. Each party to this Agreement agrees to keep in confidence and not to disclose or use for its own benefit or the for benefit of any third party (except as may be required for the performance of services under this letter or as may be required by law) any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential, provided, however, that such obligation of confidentiality shall not extend to any information, documents or materials that become publicly available without breach of this covenant and provided further that such obligations shall expire upon the sixth month after the effective date of termination of this Agreement. Client acknowledges that Agency utilizes proprietary systems, software configurations, campaign structures, methodologies, reporting processes, advertising strategies, optimization techniques, and vendor relationships ("Proprietary Information") developed at considerable time, effort, and expense. Client agrees that all Proprietary Information disclosed or made available to Client, directly or indirectly, shall be treated as confidential and shall not be used by Client for any purpose other than receiving the Services. Client shall not disclose, duplicate, reverse engineer, or utilize any Proprietary Information in any manner outside the scope of this Agreement, whether during or after the term hereof. Except for Client-owned trademarks, tradenames, and creative assets supplied by Client, all concepts, strategies, materials, content, tools, platforms, processes, data, know-how, reports, templates, software configurations, ad platforms, campaign structures, and work product created, developed, or used by Agency (collectively, "Agency IP") are the sole and exclusive property of Agency. No license, assignment, transfer, or right of usage in the Agency IP is granted or implied by this Agreement. Client shall not receive a copy of or access to Agency IP upon termination.

High Five Media Group, LLC Revised TERMS AND CONDITIONS effective January 2026

Agree to Terms&Conditions



Company : City of Broken Arrow	High Five Media <small>This contract is NOT BINDING UNTIL ACCEPTED by a High Five Associate</small>
Print Name:	Print Name: lauren carter
Signature:	Signature: <i>Lauren Carter</i>
Date:	Date: 2026-02-27