



**THE CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION
GOOGLE BUSINESS PHOTOS
SERVICE AGREEMENT**

This Google Business Photos Service Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Helotes Economic Development Corporation (hereinafter referred to as the "EDC"), acting by and through its Board of Directors, and _____ (hereinafter referred to as the "Business"), and John Almaraz, 360 Zone (hereinafter referred to as the "Photographer"), all of which may be referred to herein collectively as the "Parties" or singularly as "Party".

I. PURPOSE

1.1 The purpose of the Agreement is to establish the terms and conditions under which the Business will participate in Google Business Photos Program, including the Photographer's and EDC's obligations hereunder and the associated costs and manner and method of payment.

II. TERM

2.1 The term of this Agreement is for twelve (12) months, beginning October 1, 2016 and ending September 30, 2017 for a one-time photography session.

III. SCOPE OF SERVICES

3.1 Photographer shall provide the following still photography and 360 virtual tour services in accordance with the rules and guidelines specified by Google and this Agreement.

- 3.1.1 Photographer will take photographs of those portions of the exterior and interior of the business premises designated by the business as acceptable for photographing in connection with this Agreement;
- 3.1.2 Photographer will use commercially-reasonable efforts to ensure that the photographs meet the Google Business Photos Program's technical specifications; and
- 3.1.2 Photographer hereby assigns (or will procure the assignment of) all ownership rights in the photographs (including intellectual property rights) to Business and the EDC.

IV. TIME AND DATE OF SERVICE

4.1 Upon signature, Photographer will coordinate with the Business to schedule a time and date agreed upon by all Parties to provide the photographic services.

V. COMPENSATION

5.1 The EDC has contracted payment with the Photographer to provide a one-time Google Business Photos Session for all businesses with a Certificate of Occupancy in the City of Helotes and eligible under Google Business Photos Policies.

VI. PAYMENT FOR SERVICES

6.1 Business shall not be responsible for any payment to the EDC or Photographer in the performance of this Agreement.

VII. AUTHORIZATION OF PHOTOGRAPHY

7.1 Business hereby authorizes and licenses the EDC the right to use the photography for the purposes of creating or updating the Google Business Profile, EDC Business Directory Website, and other promotional materials.

VIII. INDEMNIFICATION

8.1 BUSINESS SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, EDC BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, AND PHOTOGRAPHER FROM AND AGAINST ALL LIABILITY AND EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, ARISING FROM AND CONNECTED WITH CLAIMS AND LAWSUITS FOR DAMAGES RELATING TO PHOTOGRAPHER'S OPERATIONS OR ITS SERVICES, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

IX. SEVERABILITY

9.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future Federal, State or Local laws, including, but not limited to, City Code of ordinances, then and in that event it is the intention of the Parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable there be added, as a part of the Agreement, a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

X. LAW APPLICABLE

10.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas. Nothing contained herein shall ever be construed as a waiver of sovereign or governmental immunity available to the EDC or the defenses of the Parties as provided by other law, the rights to which are expressly reserved herein and minimally to the extent then and there existing prior to the execution hereof.

XI. LEGAL AUTHORITY

11.1 The signers of this Agreement for the EDC, Photographer, and Business represent, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of themselves and to bind themselves to all of the terms, conditions, provisions, and obligations herein contained.

XII. PARTIES BOUND

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XIII. ASSIGNMENT

13.1 Neither Party may assign its rights, privileges, or obligations under this Agreement, in whole or in part, without the written consent of the governing body of the other Party. Any attempt to assign without such approval shall be void.

XVII. COMPLIANCE WITH LAWS AND ORDINANCES

14.1 The Parties hereby agree to comply with all Federal, State, and Local laws and ordinances applicable to the work or services to be performed under this Agreement.

XIV. ENTIRE AGREEMENT

15.1 This Agreement constitutes the final and entire Agreement between the Parties hereto and contains all of the terms and conditions agreed upon and shall supersede any and all prior written and oral agreements between the Parties. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.


EXECUTED and AGREED to this the ____ day of _____, 2016

Business Owner or Authorized Agent

Date

John Almaraz
360 Zone

Date



Rick Schroder, Executive Director
City of Helotes, Texas

10/3/16
Date