

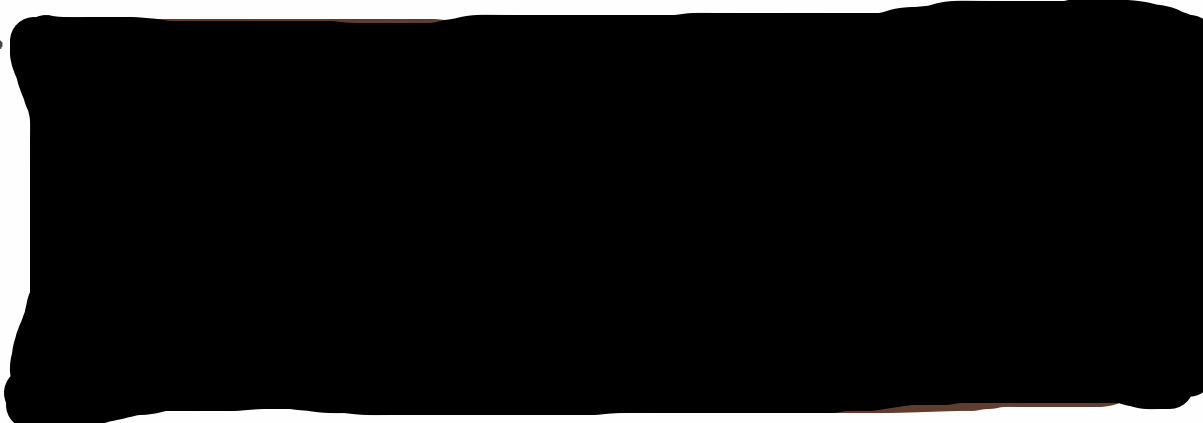
CONSULTING AGREEMENT

This Agreement (“Agreement”) is made this _____ day of _____, 2024, by and between Shore Media and Marketing LLC, (Consultant) and the Township of Toms River (Township).

WHEREAS, Township is seeking Shore Media’s services as an independent contractor for media consulting services (Media Consultant) for a term commencing April 10, 2024 and extending through December 31, 2024; and

WHEREAS, the Parties wish to enter into this agreement to establish the terms and conditions under which Shore Media and Marketing, LLC shall provide media consulting services for the Township of Toms River; and

NOW THEREFORE, the Parties hereby agree to the following terms as full and final settlement of the above matter:

1. This Agreement sets forth all of the terms and conditions of the Parties’ agreement.
2. Consultant hereby contracts with the Township of Toms River to provide media consultant services to the Township of Toms River at the rate of \$3,666.00 per month for a 12-month period, with such payments to be made no later than five business days after the regular meeting of the Toms River Township Council for each month.
3. Services to be provided by Consultant
 - Content creation, including press releases, marketing materials (banners, advertisements, brochures, print media design, photography, and consultation) upon request.
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 - To provide media, press, and marketing advice for the Township of Toms River upon request of the Mayor, Business Administrator or other delegates denoted by the Township of Toms River.
4. It is anticipated that at the end of this period, the Township and Consultant shall review and negotiate terms of a new consulting agreement, and, if terms are acceptable to both parties, have such agreement approved as required by law.

5. This agreement may be terminated by either party at will, after the opportunity for mediation and review.

6.



7. This Agreement may not be modified, altered, changed, discharged, terminated or waived, except upon express written consent of the Parties.

8. The Parties agree that if any portion of this Agreement is deemed unenforceable, the remainder of the Agreement shall be fully enforceable.

9. The Parties acknowledge that they have entered into this Agreement voluntarily and hereby sign it without duress or coercion.

10. This Agreement shall be governed by the laws of the State of New Jersey.

11. Consultant acknowledges that he has been given an opportunity to review this agreement and confer with an attorney or other counsel.

The Parties hereby acknowledge their agreement to the terms and conditions set forth above by signing below.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

WITNESS & ATTEST:

Handwritten signature of Peter Pascarella in blue ink over a horizontal line.

Peter Pascarella, Esq.
Asst. Township Attorney

Witness

By: _____

Dated: 4/23/24

Handwritten signature of Daniel Rodrick in blue ink over a horizontal line.

Township of Toms River

By:

Honorable Daniel Rodrick, Mayor

Employee

By: _____

Philip Stilton o/bo Shore Media and Marketing LLC

Dated: