



Invoice

March 15, 2013

Madison County
Attn: Gerald Steen, President
Madison County Board of Supervisors
P.O. Box 608
Canton, MS 39046-0608

GENERAL CONSULTING / CAMPAIGN MANAGEMENT

Let the RFP Work Project \$10,194.00

AMOUNT DUE: **\$10,194.00**

TERMS: Due upon receipt

REMIT TO: Triumph Campaigns
P.O. Box 12243
Jackson, MS 39236

www.TriumphCampaigns.com

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 1st day of February, 2013

BETWEEN

Madison County, Mississippi of P.O. Box 608, Canton, Mississippi
(the "Customer")

- AND -

Triumph Campaigns, LLC of 7 Lakeland Circle, Suite 200, Jackson, Mississippi
(the "Service Provider").

BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

- 1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:
 - o Public relations service to promote Ridgeland, MS, as the new location for the Mississippi Department of Revenue and to discourage legislative intervention in the RFP process to determine the new DoR location.
- 2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

Term of Agreement

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services,

subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider of a fixed amount of \$10,194.00.
8. The Compensation will be payable on March 15th, 2013, or the date of the next meeting of the Madison County Board of Supervisors thereafter.

Ownership of Materials and Intellectual Property

9. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Customer. The use of the Intellectual Property by the Customer will not be restricted in any manner.
10. The Service Provider may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Customer. The Service Provider will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Capacity/Independent Contractor

11. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

12. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:
 - a. Madison County, Mississippi
P.O. Box 608
Canton, Mississippi, 39046
Fax: (601) 859-5875
Attention: Gerald Steen, President, Madison County Board of Supervisors
 - b. Triumph Campaigns, LLC
7 Lakeland Circle, Suite 200
Jackson, Mississippi, 39216
Email: Justin@TriumphCampaigns.com

or to such other address as any Party may from time to time notify the other.

Modification of Agreement

13. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

14. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

15. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

16. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Titles/Headings

17. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

18. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

19. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Mississippi, without regard to the jurisdiction in which any action or special proceeding may be instituted.


Severability

20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

21. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of February, 2013.

	Madison County, Mississippi (Customer) Per: _____
	 Triumph Campaigns, LLC (Service Provider)