



Welcome to the Stampede Consulting family of clients. Attached is the Campaign Consulting Agreement that needs to be filled out completely and signed.

Upon receipt by our office of this signed Agreement, you will be charged a Set-up Fee. Please note that all fees and payments associated with your campaign will be charged to the account provided by you on the Payment Authorization Form.

We have a reputation of providing superior quality products to our clients through a battle-tested production process that leverages the highest quality vendors throughout the nation. This award-winning operation drives our success. We look forward to bringing every tool we have and every skill we've learned to help you prevail in your election.

As your hardest working ally, Stampede Consulting will be there every step of the way, guiding you through each facet of the campaign, and we'll continue to assist you in avoiding pitfalls or in taking maximum advantage of opportunities, while you serve in office.

Thank you for choosing Stampede Consulting. Let's roll.

CAMPAIGN CONSULTING AGREEMENT

This Political Consulting Agreement (“Agreement”) is entered as of the date executed below, by and between _____ (“Client”) and Stampede Consulting, LLC (“Stampede Consulting”).

1. Term of Agreement

- 1.1. **Term.** This Agreement begins as of the date signed by Client and ends upon the conclusion of the Campaign Term or the Post-Campaign Term, whichever occurs later, or if Client does not prevail the Election, on the last day of the month of the Election, whichever occurs first.
- 1.2. **Termination of Agreement.** Client may terminate this Agreement for any reason upon ten (10) days written notice, but will be charged an Early Termination Fee. (See Section 4.6.) Stampede Consulting shall be entitled to any fees and/or reimbursements owed to it by Client up to and including the termination date.

2. Expectations of Stampede Consulting

- 2.1. **Services.** During the term of this Agreement, Stampede Consulting agrees to devote its best efforts to the Client’s campaign and will act as the sole consultant for the campaign strategy and execution.
 - 2.1.1. **Campaign Services.** During the Campaign Term, defined on the Fee Schedule (Attachment B), Stampede Consulting agrees to provide the following services:
 - 2.1.1.1. Campaign strategic consulting;
 - 2.1.1.2. Provision of a campaign plan, associated budget, and detailed calendar for all campaign marketing activities;
 - 2.1.1.3. Campaign branding;
 - 2.1.1.4. Press and media affairs consulting and drafting of press releases;
 - 2.1.1.5. Crisis management;
 - 2.1.1.6. Public policy advisory services;
 - 2.1.1.7. Introduction to and relationship development with relevant Stampede Consulting assets and allies; and
 - 2.1.1.8. Vendor and service provider management.
 - 2.1.2. **Post-Campaign Services.** During the Post-Campaign Term, defined on the Fee Schedule (Attachment B), Stampede Consulting agrees to provide the following services:
 - 2.1.2.1. Press and media affairs consulting, with focus on obtaining positive coverage;
 - 2.1.2.2. Crisis management;
 - 2.1.2.3. Public policy advisory services;
 - 2.1.2.4. Advising on interim fundraising plan and associated activities;
 - 2.1.2.5. Provision of new and relevant polling and public opinion data; and

2.1.2.6. Advising on new and amended ethics laws and campaign reporting requirements.

2.2. **Vendors and Service Providers.** To ensure the greatest quality, control, service, and pricing for campaign materials and services, only Stampede Consulting approved vendors and service providers may be used for Client's campaign.

2.2.1. Stampede Consulting reserves the right to contract with vendors or service providers for the following:

- 2.2.1.1. Graphic design services;
- 2.2.1.2. Collateral print materials that contain campaign messaging, including push cards and endorsement cards;
- 2.2.1.3. Direct mail printing and mailing services;
- 2.2.1.4. Paid telephone campaigns, both automated and live;
- 2.2.1.5. Public opinion research, including polling and focus groups;
- 2.2.1.6. Direct marketing list and/or data generation;
- 2.2.1.7. Predictive modeling and analytics;
- 2.2.1.8. Online presence, including website design, social media platforms, online reputation management, and smart phone and tablet applications (or apps);
- 2.2.1.9. Grassroots and field operations, including strategy and staffing;
- 2.2.1.10. Outdoor advertising, including billboards, commercial signs, and large signs (twelve square feet in size or larger);
- 2.2.1.11. Photography, video production, and video post-production;
- 2.2.1.12. Media placement and media buying, including television, radio, internet, mobile device, and print;
- 2.2.1.13. Professional fundraising consulting services;
- 2.2.1.14. Campaign-related accounting and banking services;
- 2.2.1.15. Campaign and election legal services, including campaign finance and ethics reporting; and
- 2.2.1.16. Candidate research, including opposition research and candidate vulnerability studies.

2.2.2. **Non-Approved Vendor Fee.** Any variance by Client or Client's campaign to contract with outside, non-approved vendors for the services and products listed in Section 2.2.1, will result in a Non-Approved Vendor Fee. Client agrees that if Client or Client's campaign violates Section 2.2.1 of this Agreement, Client will be charged a Non-Approved Vendor Fee of \$7,500 by Stampede Consulting. For example, if Client or Client's campaign uses a vendor to print a mail piece that is not an approved Stampede Consulting vendor, client will be charged \$7,500 for that print project.

2.2.3. **Exceptions.** Although Stampede Consulting may, at request of Client, make recommendations, Client may contract with vendors and service providers of his/her own choosing for the following projects:

- 2.2.3.1. Residential yard signs (less than twelve square feet in size);
 - 2.2.3.2. Collateral print materials that do not contain campaign messaging, including thank you cards, correspondence cards, and business cards; and
 - 2.2.3.3. Promotional products, including key chains, bumper stickers, t-shirts, and magnetic signs.
 - 2.2.3.4. Any project not specifically listed under Section 2.2.1 that contains a campaign logo and disclaimer but does not contain any other messaging.
- 2.3. **Mail Delivery.** Stampede Consulting is not responsible for the failure of the United States Postal Service or other mail delivery services to deliver the mail on a timely basis. Stampede Consulting may provide estimated mail schedules based on past experience, but such estimates are not warranted since Stampede Consulting has no control over mail delivery.
- 2.4. **Scheduling.** Stampede Consulting will provide services at times and schedules approved by both parties. In the event that approvals for projects requested by Stampede Consulting from Client are not timely received, the schedule will be adjusted on a day-to-day basis.
3. **Expectations of Client**
- 3.1. **Budget.** Stampede Consulting will use its best judgment to create a budget and project timeline for the campaign. Once Client approves this budget, Client agrees to raise the funds and approve the projects in a timely manner.
 - 3.2. **Payment.** Client shall provide full payment to Stampede Consulting for all fees prior to services being rendered. Any variation thereof does not constitute waiver of the policies outlined in this Agreement.
 - 3.3. **Approvals and Changes.** Client agrees to be responsible for the accuracy and completeness of statements in printed materials, media-related, or publicly-released work. Stampede Consulting will assume the accuracy of statements made to it from Client regarding history and other information. Client further warrants that it will obtain all approvals necessary from third parties regarding quotes, use of name, likeness, trademark, quotations, words, endorsements, or similar information to be included in Client's materials. Client approval of product must be made to Stampede Consulting by email. Approval is considered to be received by Stampede Consulting when written notice is actually received via email.
4. **Fees**
- 4.1. **General Provisions.** All fees and payments will be processed by ACH (electronic check) or by credit card provided by Client on the Payment Authorization Form. If the account information provided by Client becomes inaccurate or outdated, it is Client's responsibility to update the information. All fees can be found on the Fee Schedule.
 - 4.2. **Set-up Fee.** Upon the execution of this Agreement, Client will be charged a Set-up Fee. This fee applies even if Client has done business with or executed a binding agreement with Stampede Consulting in the past, but has allowed it to lapse.
 - 4.3. **Retainer Fees.** For the duration of the term of this Agreement, Client will be charged a Retainer Fee on the first day of each month beginning the month subsequent to the one within which this Agreement is executed. The Retainer Fee will be prorated for the initial month this Agreement is executed. There are two types of Retainer Fees:

- 4.3.1. **Campaign Retainer Fee.** For campaign consulting services by Stampede Consulting, Client will be charged a Campaign Retainer Fee during the term defined on the Fee Schedule (Attachment B). See Section 2.1.1 for services provided.
 - 4.3.2. **Post-Campaign Retainer Fee.** For post-campaign advisory services by Stampede Consulting, Client will be charged a Post-Campaign Retainer Fee during the term defined on the Fee Schedule (Attachment B). See Section 2.1.2 for services provided.
- 4.4. **No-Contest Fee.** Stampede Consulting will make every effort to keep other candidates out of the race and ensure an unopposed election. If Stampede Consulting is successful and Client is unopposed, Client will be charged a No-Contest Fee within thirty (30) days after the deadline to file for office. This fee applies to Primary Elections, General Elections, and Special Elections. "Unopposed" is defined as Client being the only candidate in a Non-Partisan Election or Primary Election; having no Democrat candidate in a General Election; or having no Democrat or other Republican candidate in a Special Election. Libertarian, Green, or Independent candidates in the race will not cause the Client to be "opposed" for the purposes of this Agreement.
- 4.5. **Victory Fee.** If Client prevails in an opposed election, Client will be charged a Victory Fee within thirty (30) days after the election. This fee applies to Non-Partisan Elections, Primary Elections, General Elections, and Special Elections. This fee also applies if Client receives an appointment to elected office.
- 4.6. **Early Termination Fee.** If Client terminates this Agreement for any reason before the end of the term, an Early Termination Fee will be charged. See Section 1.2.
5. **No Warranties, Express or Implied.** Both Stampede Consulting and Client agree that, given the nature of political campaigns, nothing in this Agreement is intended to indicate a guarantee of Client's election. It is agreed that both Client and Stampede Consulting will use their best efforts to obtain the desired result.
6. **Assignability.** Performance by Stampede Consulting under this Agreement is assignable. Any collection of payment or outstanding balance due under this Agreement may be assigned by Stampede Consulting as deemed prudent or necessary to a third party. Client's responsibilities are non-assignable.
7. **Notices.** Notices permitted hereunder to Stampede shall be in writing and effected either by personal delivery, or by mail, registered or certified, postage pre-paid, return receipt requested. Any mail deposited with the United States Postal service shall be considered delivered when postmarked after surrender to the said service or delivered to and dated by an alternate overnight carrier. Notice shall be considered given when sent or delivered to:

Stampede Consulting: 1400 Lavaca, Suite A, Austin, TX 78701
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of The State of Texas. Venue for any action arising hereunder shall be in Tarrant County, Texas.
9. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.
10. **Disputes.** All disputes arising out of this agreement shall be submitted to binding arbitration under the Rules of the American Arbitration Association ("AAA"). The arbitrator shall not

be empowered to award punitive damages to either party. The non-prevailing party shall pay for the prevailing party's reasonable expenses incurred during the arbitration, including reasonable attorney's fees, costs, and expenses.

11. **Independent Consultant.** The parties agree that Stampede Consulting will act as an independent contractor. Nothing in this Agreement or in the relationship between Stampede Consulting and Client is to be construed as creating a partnership or any relationship other than Stampede Consulting being an independent contractor for Client.
12. **Indemnification.** Client agrees to indemnify and hold harmless Stampede Consulting, its members, employees, agents, officers, directors, and representatives from any and all suits, actions, or claims of any kind or character, type or description, brought or made on account of any injuries or damages received or sustained by any person, entity, or property arising from or occasioned by the acts of Client or its agents, representatives or employees in the execution or performance of services related to this Agreement. Client further agrees that it will indemnify and hold harmless Stampede Consulting, its members, employees, agents, officers, directors, and representatives from any and all liability to any third party that is related, in any way, to the conduct, obligations or performance of Client or its agents, representatives, or employees.
13. **Entire Agreement.** The parties acknowledge that this Agreement constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the subject matter hereof. This Agreement may not be modified except by written instrument duly executed by the party hereto against whom the modification is sought to be enforced. Attachments A and B are herein incorporated by reference.

IN WITNESS WHEREOF, the parties to this Agreement have affixed their respective signatures on the date written below.

For Stampede Consulting, LLC

Client

Print Name

Print Name

Date

Date

Attachment A
Payment Authorization Form

Must provide information for both payment types and return with signed agreement.

Primary Source of Payment

Authorization for ACH Transfer

I authorize Stampede Consulting, LLC to initiate debit and credit entries and adjustments to my bank account listed below according to the terms of the executed Agreement. I understand that the originations of transactions on my account must comply with the provisions of U.S. law.

Bank Account Number: _____

Bank Routing Number: _____

Email Address for Invoicing: _____

This authorization shall remain in full force and effect until instructions to terminate or alter are received in writing by Stampede Consulting, LLC.

Account Owner Signature

Printed Name

Date

Secondary Source of Payment

Authorization for Credit Card Payment

I authorize Stampede Consulting, LLC to charge my credit card account according to the terms of the executed Agreement. I understand that the originations of transactions on my account must comply with the provisions of U.S. law.

Credit Card Account Number: _____

Credit Card Expiration Date: _____ CVS (Security Code): _____

Name on Credit Card: _____ Billing Zip Code: _____

This authorization shall remain in full force and effect until instructions to terminate or alter are received in writing by Stampede Consulting, LLC.

Account Owner Signature

Printed Name

Date

Attachment B
Fee Schedule

Set-up Fee	\$
Campaign Retainer Fee	\$/month
Post-Campaign Retainer Fee	\$/month
No-Contest Fee	\$
Victory Fee	\$
Early Termination Fee	\$

Term

Campaign Term:

Post-Campaign Term: