

Pilato

Entertainment, Marketing & Media LLC

Webster, NY 14580
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Following is an agreement between the Town of Webster, NY (hereinafter referred to as the Town) and Pilato Entertainment, Marketing & Media, LLC (hereinafter referred to as Pilato) regarding the publication of the town magazine, **Webster Today**.

It is agreed:

1. Pilato is retained to handle the design, layout, production, printing and mailing of **Webster Today**, and is recognized as the publisher. Final approval of editorial content will be made by the Town.
2. Pilato is retained to manage advertising sales for **Webster Today** for the period of January 1 through December 31, 2025.
 - a. Pilato will handle all aspects of advertising sales, including the hiring and management of a salesperson, sales prospecting, sales presentations, customer-provided advertising material production flow, invoicing and receipt of advertising income and distribution of a share of the ad revenue to the Town.
 - b. Pilato will provide the town with 65% of all advertising space revenue generated for each issue of **Webster Today** as a credit on the invoice for production, printing and fulfillment, and retain 35% of the advertising space revenue as compensation the services detailed in item 2.a. above. Ad composition services, as required by some advertisers, will be invoiced by Pilato and are excluded from the revenue sharing detailed herein.
 - c. The advertising space revenue referred to in 2.b. above will be generated from ad sales based upon Appendix A, the 2025 **Webster Today** rate card, which is included as a part of this agreement. From time to time, rate addendums or adjustments may be necessary for reasons that could include a discount for multiple issue commitments from potential advertisers and/or USPS postage increases. Any rate change(s) will be made in consultation with and agreement between Pilato and the Town.
 - d. **Webster Today** issues are planned for January, April, July and October 2025 with the Town's total expenditure, after applying the Town's 65% share of advertising space revenue, to not exceed \$46,000.00 (inclusive of postage).
3. The Town will be responsible for direct payment of postage to the United States Postal Service.
4. The Town of Webster may cancel this agreement with 60 days written notice. All advertising sold prior to the cancellation date for future issues will be governed by item 2.b. above.
5. Review and renewal of this agreement for 2026 will take place in advance of the selling period for the January 2026 issue of **Webster Today**, which will commence October 6, 2025.

Bruce Pilato
President, Pilato Entertainment, Marketing & Media, LLC

Date: _____

Thomas Flaherty
Webster Town Supervisor

Date: _____