

# Best Companies to Work For

## GOHumCo and North Coast Journal Agreement

### OVERVIEW

The Best Companies to Work For program is a project funded by GoHumCo to create business acknowledgement of creating a positive work environment and a place where people will want to work. The North Coast Journal will enter into a contract with GOHumCo to oversee this short term task.

### CONTRACTOR AGREEMENT

THIS agreement dated October, 21st, 2020 is made between GOHumCo., and the North Coast Journal, with an office at 310 F St. in Eureka, Ca 95501, for the purpose of setting forth the exclusive terms and conditions by which the GOHumCo. desires to acquire services.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. **Services.** GOHumCo. retains North Coast Journal, and North Coast Journal agrees to perform for GOHumCo., certain services set forth in Exhibit A to this Agreement.

#### 2. **Consideration / Compensation:**

(a) In exchange for the full, prompt, and satisfactory performance of all Services to be rendered to GOHumCo., GOHumCo. shall provide North Coast Journal, as full and complete compensation the sum of **\$6,700** to be paid at the completion of the Services.

(b) North Coast Journal is not entitled to receive any other compensation or any benefits from GOHumCo.. Except as otherwise required by law, GOHumCo. shall not withhold any sums or payments made to North Coast Journal for social security or other federal, state, or local tax liabilities or contributions, and all withholdings, liabilities, and contributions shall be solely North Coast Journal responsibility. North Coast Journal further understands and agrees that the Services are not covered under the unemployment compensation laws and are not intended to be covered by workers' compensation laws.

### **3. Nondisclosure:**

(a) North Coast Journal understands that, in connection with its engagement with GOHumCo., it may receive, produce, or otherwise be exposed to GOHumCo.'s trade secrets, business, proprietary and/or technical information, including, without limitation, information concerning customer lists, customer support strategies, employees, research and development, financial information (including sales, costs, profits, and pricing methods), manufacturing, marketing, proprietary software, hardware, firmware, and related documentation, inventions (whether patentable or not), know-how, show-how, and other information considered to be confidential by GOHumCo., and all derivatives, improvements and enhancements to any of the above (including those derivatives, improvements and enhancements that were created or developed by North Coast Journal under this Agreement), in addition to all information GOHumCo. receives from others under an obligation of confidentiality (individually and collectively "Confidential Information").

(b) North Coast Journal acknowledges that the Confidential Information is the GOHumCo.'s sole, exclusive and extremely valuable property. Accordingly, North Coast Journal agrees to segregate all Confidential Information from information of other companies and agrees not to reproduce any Confidential Information without GOHumCo.'s prior written consent, not to use the Confidential Information except in the performance of this Agreement, and not to divulge all or any part of the Confidential Information in any form to any third party, either during or after the term of this Agreement, except to GOHumCo. employees and North Coast Journal Employees who need to know such Confidential Information in order to perform the Services. North Coast Journal shall require such North Coast Journal Employees to execute a non-disclosure agreement satisfactory to the GOHumCo. before such North Coast Journal Employee is exposed to any Confidential Information. Upon termination or expiration of this Agreement for any reason, North Coast Journal agrees to cease using and to return to GOHumCo. all whole and partial copies and derivatives of the Confidential Information, whether in North Coast Journal's possession or under North Coast Journal's direct or indirect control, including any computer access nodes and/or codes, and to arrange for the return of such materials by all North Coast Journal Employees.

(c) North Coast Journal shall not disclose or otherwise make available to GOHumCo. in any manner any confidential and proprietary information received by North Coast Journal from third parties. North Coast Journal warrants that its performance of all the terms of this Agreement does not and will not breach any agreement entered into by North Coast Journal with any other party.

### **4. Indemnification / Release:**

(a) North Coast Journal agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless GOHumCo., its officers, directors, shareholders, employees, representatives and/or agents from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney's fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of North Coast

Journal or any North Coast Journal Employee in the performance or failure to fulfill any Services or obligations under this Agreement.

**5. Insurance and Other Requirements:**

(a) North Coast Journal warrants that it will obtain and keep in full force and effect at all times hereunder workers' compensation, general liability and errors and omissions or professional liability insurance covering all of its Services. GOHumCo. shall be listed as an additional named insured and/or as an additional loss-payee under such policies.

(b) North Coast Journal shall provide to the GOHumCo. copies of all policies required to be maintained, and a Certificate of Insurance indicating said coverage shall be provided to GOHumCo. upon request.

(c) North Coast Journal also warrants and represents that it has properly classified all of its workers, has and will maintain all required licenses and certifications.

**6. Termination:**

This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 14 business days written notice.

**7. Independent Contractor:**

(a) GOHumCo. and North Coast Journal expressly agree and understand that North Coast Journal is an independent contractor and nothing in this Agreement shall be construed in any way or manner, to create between them a relationship of employer and employee, principal and agent, partners or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of the Agreement. Accordingly, North Coast Journal acknowledges that North Coast Journal and North Coast Journal's Employees are not eligible for any GOHumCo. benefits, including, but not limited to, health insurance, retirement plans or stock option plans. North Coast Journal is not the agent of GOHumCo. and is not authorized and shall not have the power or authority to bind GOHumCo. or incur any liability or obligation, or act on behalf of GOHumCo.. At no time shall North Coast Journal represent that it is an agent of the GOHumCo., or that any of the views, advice, statements and/or information that may be provided while performing the Services are those of the GOHumCo..

(b) North Coast Journal is solely responsible for directing and controlling the performance of the Services, including the time, place and manner in which the Services are performed. North Coast Journal shall use its best efforts, energy and skill in its own name and in such manner as it sees fit.

**8. General:**

(a) This Agreement does not create an obligation on GOHumCo. to continue to retain North Coast Journal beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) North Coast Journal hereby agrees that any breach of Section 3 by North Coast Journal will cause irreparable harm to GOHumCo. and that in the event of such breach or threatened breach, GOHumCo. shall have, in addition to any and all remedies of law and those remedies stated in this Agreement, the right to an injunction, specific performance or other equitable relief to prevent the violation of North Coast Journal's obligations hereunder.

(c) North Coast Journal hereby agrees that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

(d) This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated herein. The language of all parts of this Agreement will in all cases be construed as a whole in accordance with its fair meaning and not for or against either party.

(e) All notices provided for in this Agreement shall be given in writing and shall be effective when either served by hand delivery, electronic facsimile transmission, express overnight courier service, or by registered or certified mail, return receipt requested, addressed to the parties at their respective addresses as set forth at the beginning of this Agreement, or to such other address or addresses as either party may later specify by written notice to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Contractor Agreement.

**North Coast Journal:**

**GOHumCo.**



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Signature  
Melissa Sanderson

GM, North Coast Journal

By: Scott A. Lair

Name: 

Title: Director of Economic Development

## **EXHIBIT A**

### **AGREEMENT SCOPE OF SERVICES**

GOHumCo. hereby retains North Coast Journal, and North Coast Journal hereby agrees to perform for GOHumCo., certain services, including, but not limited to the following:

Implementation and Execution of the  
**Humboldt County's Best Companies to Work For Promotion**

logistics include

- Hosting and Maintaining thehumbooldtsbest.com website
- Managing all marketing and promotion materials while working with industry partners throughout promotion.
- Advertising in North Coast Journal, North Coast Trader, & northcoastjournal.com
- Sub and organizing promotions third party vendors
- Final Sponsored content feature in North Coast Journal in Jan. 2021