



Township Council
 1 Municipal Plaza
 Bloomfield, NJ 07003

Louise M. Palagano
 Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 03/02/15 07:00 PM

2015 RESOLUTION AUTHORIZATIONS

AUTHORIZING THE 2015 AWARD OF A NON-FAIR AND OPEN CONTRACT WITH DIRECT IGNITON, LLC, DBA VIDOOVY.

WHEREAS, the Township of Bloomfield desires to obtain the services of a community video map platform for the Township; and

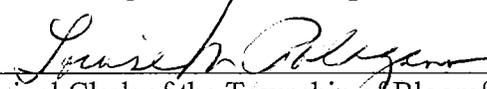
WHEREAS, the Director of Information Technology has recommended that the Township enter in a contract with Vidoovy.

NOW, THEREFORE, BE RESOLVED, that the Mayor and Council of the Township of Bloomfield authorizes the Township IT Director to enter into the attached contract with Vidoovy; and

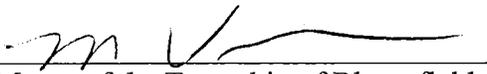
BE IT FURTHER RESOLVED, that the Township reserves the right to cancel this contract upon thirty (30) days notice.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on March 02, 2015.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record – Resolution						
		Yes/Aye	No/Nay	Abstain	Absent	
<input type="checkbox"/> Adopt	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Deny	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Withdrawn	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table	Wartyna Davis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Not Discussed	Joseph Lopez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> First Reading	Carlos Pomares	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Table with no Vote	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Approve						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Discussion						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Discussion No Vote						

AS TO FORM AND PROCEDURE
 BASIS OF FACTS SET FORTH

Vidoovy video platform agreement

DIRECT IGNITION, LLC, DBA VIDOOVY TOWNSHIP OF BLOOMFIELD, NEW JERSEY

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF THE VIDOOVY™ COMMUNITY VIDEO MAP PLATFORM AVAILABLE THROUGH VIDOOVY'S WEB SITE (AS DEFINED BELOW). THIS IS AN AGREEMENT BETWEEN DIRECT IGNITION, LLC DBA VIDOOVY AND THE TOWNSHIP OF BLOOMFIELD, NJ.

BY EXECUTING THIS CONTRACT YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A MUNICIPALITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

Scope of Agreement

1.1 This Agreement applies to the Township of Bloomfield, N.J.'s ("You", or "Your") use of the Vidoovy Community Video Map Web site which is owned by Direct Ignition, LLC ("Vidoovy," "We," "Us," or "Our") including, without limitation, the Web site currently located at www.vidoovy.com and any future version of that Web site (collectively, Our "Web site"), and all of the services that We may offer currently or in the future (the "Services").

1.2 For purposes of this Agreement, "affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, Direct Ignition.

Your Use of the Web site and Our Services

2.1 We shall make a Bloomfield, New Jersey Community Video Map page on the Vidoovy Web site available to You to link to Your web site and allow those business and non-profit entities who maintain a physical location in the Township of Bloomfield and wish to have videos produced and/or placed on the Bloomfield, New Jersey Vidoovy Community Video Map, and have created an account with the Vidoovy Service or otherwise entered into an agreement with Direct Ignition, LLC DBA Vidoovy.

2.2 You agree not to assign, transfer or sublicense Your rights as a user of, or subscriber to, the Web site and/or Our Services to third parties.

2.3 You agree to include a prominent link to Your Vidoovy Community Video Map page on the homepage of the Bloomfield Township Website for the 5 year term of this Agreement. This link shall include a "clickable" Vidoovy™ graphic image that will measure a minimum of 375 by 175 pixels with text reading "Visit the Bloomfield Vidoovy™ Video Map!". This image and text will be provided by Direct Ignition to a website vendor or township employee charged with maintaining said town web site.

Vidoovy agreement continued

You are responsible for any costs related to your web site vendor or township personnel creating this link on Your web site.

2.4 We agree to create 10 approximately one minute videos for local entities of Your choosing and place them in relation to their geographic location on Your Vidoovy Community Video Map at no cost to You. These 10 videos will be produced within 8 months of execution of this agreement provided there is no delay in Your approval of subject matter and/or access to relevant locations and/or spokespersons.

2.5 With Your adherence to all terms in this Agreement Your Vidoovy Community Video Map will be launched once these 10 videos have been produced and placed in relation to their geographic locations on the Video Map.

2.6 You grant Direct Ignition, LLC, DBA Vidoovy the right to use Your township name and logo in connection with promoting the Vidoovy Community Video Map Program.

2.7 Direct Ignition LLC DBA Vidoovy will work with local business groups such as the Chamber of Commerce, the Special Improvement District and other groups to encourage other businesses and non-profit entities to participate in the Vidoovy Community Video Map Program by having videos produced and information placed on the Bloomfield Vidoovy Video Map. We are responsible for marketing, billing and other efforts related to signing up and retaining local business participation in the Program.

2.8 We reserve the right to not allow placement of videos on the Vidoovy Video Map for entities that might be considered offensive or insensitive including but not limited to Adult Entertainment Establishments and Hate Groups.

Reproduction and Ownership of video content

3.1 Back-ups and copies of Video Project Files: A copy of each final video file created as part of this agreement will be delivered to You on digital media in a standard web format. We shall not be responsible for maintaining any copies of video source files, masters, materials or other media created by Us for You once the video files have been delivered to you and uploaded to Your Vidoovy Video Map. It is Your sole responsibility to create back-up copies of any video files received in order to preserve the integrity of your video files and protect against unforeseen loss.

3.2 Reproduction of Video Files: With Your adherence to all terms in this Agreement You are granted non-exclusive reproduction rights to the Videos for any use that You choose provided that You have secured all necessary authority, rights and permission for all materials from third parties.

Vidoovy agreement continued

Additionally, Direct Ignition, LLC retains the right to reproduce the Videos in part or in full for marketing and promotional materials, and/or to cross-link them with other marketing venues developed by Us or for production (film/video) competitions, or other uses relating to the business of Direct Ignition and/or the Vidoovy service. We also retain non-exclusive full and unlimited right with no restrictions to license or sub-license the Videos in part or in full, including any video captured but not used, to third parties.

3.3 Watermarks and "Produced by" Credit: You grant Direct Ignition, LLC the right to include watermarks containing "VIDOOVY.com" or "VIDOOVY" in all Videos. You also grant Direct Ignition, LLC the right to include a "VIDOOVY" credit title at the conclusion of all Videos. You may not remove these marks and titles from the Videos.

3.4 Ownership of Masters, Media and Source Files: Except for Our Proprietary Material contained in the Videos, You shall share right, title, and interest in all original artwork, whether in draft, mock-up, concept or final development for the Videos. All physical and data materials used in the production shall be the property of the Direct Ignition, LLC. All equipment, supplies, cameras, edited or master media or any original media produced during the execution of this Agreement shall remain the exclusive property of Direct Ignition, LLC.

Term and Termination.

4.1 This Agreement commences on the date executed and continues for a 5 year term.

4.2 This Agreement shall automatically renew for additional periods of 1 year unless either party gives the other notice of non-renewal at least 30 days before the end of the 5 year agreement term or the subsequent 1 year terms included in this document. Any such renewal term shall be at no cost to the Municipality or Entity that you represent unless We have given You written notice of any cost at least 60 days before the end of such prior term, and You have agreed to this cost in writing, in which case the cost shall be effective upon renewal.

4.3 After termination of this Agreement We shall have no obligation to maintain or provide any of the content from the Web site.

4.4 In Our sole discretion and without prior notice or liability, We may ~~discontinue~~, modify or alter any aspect of the Web site and/or Our Services, including, but not limited to, (i) restricting the time the Web site and/or a Service is available, (ii) restricting the amount of use permitted, and (iii) suspending, restricting or terminating any user's right to use the Web site and/or any of Our Services.

4.5 You agree that We shall not be liable to You for any termination or cancellation of access to, or use of, Our Web site. You acknowledge that Your only right with respect to any dissatisfaction with

Vidoovy agreement continued

any modification or discontinuation of service made by Us, or any policies or practices by Us in providing the Vidoovy Community Video Map or Our Services, is to cancel or terminate Your no cost license.

Charges and Fees for Services

5.1 This is a no cost Agreement and there will be no charge to You from Us for the creation and/or maintenance of Your Vidoovy Community Video Map. Fees for local entities that wish to participate in the Vidoovy Video Map video production and/or subscription program will be agreed to through an online sign up process or in writing by those third parties.

5.2 You understand and agree that the cancellation or termination of this Agreement is Your sole right and remedy with respect to any dispute with Us including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or Our enforcement or application of this Agreement; (ii) any of Our practices or policies applicable to the Web site or Services, including Our Terms & Conditions and Privacy Policy, or Our enforcement or application of these policies; (iii) the content available through the Web site or any change in content provided through the Web site; (iv) Your ability to access and/or use Our Web site or any Service; or (v) the amount or types of Our fees or charges, applicable taxes, or billing methods, or any change to Our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of this Agreement to use Our Web site, We may immediately deactivate Your Vidoovy Video Map page and all related information and/or files.

Privacy

6.1 We are committed to protecting Your privacy and security. For more information, You should review Our privacy policy located at: <http://www.vidoovy.com/privacy/> which is incorporated into this Agreement by this reference (the "Privacy Policy").

6.2 You grant Us and Our successors and assigns a royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license (as well as consent) to use, reproduce, sublicense, modify, adapt, translate, publish, publicly display, broadcast, transmit and distribute videos and/or other content created for any purpose and in any form, medium, or technology now known or later developed, including, without limitation, the right to incorporate or implement the videos or other content into any of Our current or future products or services, and to display, market, sublicense and distribute the videos and/or other content as incorporated or embedded in any product or service distributed or offered by Us without compensation to You provided we have acquired any necessary releases from third parties.

Vidoovy agreement continued

Proprietary Rights

7.1 You acknowledge that the Web site contains information, software, photos, video, text, graphics, sounds, messages, and other materials (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All trademarks appearing on the Web site are trademarks of their respective owners. Vidoovy is the trade name and trademark of Direct Ignition, LLC. Our advertisers, sponsors, clients and other third parties may also have additional proprietary rights in the Content which they make available on the Web site. You may not modify, publish, participate in the sale, create derivative works of any of the Content, in whole or in part without written permission from relevant parties.

7.2 We do not control the Submissions or Content posted or otherwise transmitted on Our Web site by others and, as such, We do not guarantee the accuracy, integrity or quality of such Content or Submissions. Under no circumstances will We be liable in any way for any Content or Submissions, including, but not limited to, for any errors or omissions in any Content or Submissions, or for any loss or damage of any kind incurred as a result of the use of any Content posted or otherwise transmitted to or through the Web site.

7.3 You acknowledge that We are acting as a conduit for such distribution and We are not undertaking any obligation or liability relating to any Content or Submissions. We are not responsible for maintaining a copy of any material We remove from Our Web site.

7.4 You shall not (i) license, sublicense, sell, resell, transfer, assign, or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Copyright Complaints

8.1 We respect the intellectual property of others, and We ask Our users to do the same. We may, in appropriate circumstances and in Our sole discretion, terminate the rights of any user to use Our Web site (or any part thereof) who infringes the intellectual property rights of others.

Vidoovy agreement continued

Reservation of Rights in Services.

9.1 Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Web site and Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

9.2 We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

Confidentiality

10.1 As used herein, "Confidential Information" means all confidential information disclosed or made available by Direct Ignition to you in the course of your use of the Web site and/or use of the Services, to you and your users that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Direct Ignition, (ii) was known to you or your users prior to its disclosure by Direct Ignition without breach of any obligation owed to you or your users, (iii) is received from a third party without breach of any obligation owed Direct Ignition, or (iv) was independently developed by you or your users.

Disclaimers of Warranties and Limitation of Liability

11.1 THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS (INCLUDING, WITHOUT LIMITATION, THE SERVICES) ON THIS WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER WE, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THIS WEB SITE OR ANY FUNCTION CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE.

Vidoovy agreement continued

11.2 OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES RESULTING FROM SUCH PROBLEMS.

11.3 IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR WEB SITE OR THE SERVICES, OR WITH ANY OF PROMSION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS WEB SITE AND THE SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

12.1 You agree to indemnify, hold harmless Us and Our affiliates, and Our and their officers, directors, employees, stockholders, agents and representatives from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from Your improper use of the Web site or Our products or offerings (including, without limitation, the Services), Your violation of this Agreement, or Your infringement of any intellectual property or other right of any person or entity.

Miscellaneous Terms

13.1 In any action against Us arising from the use of the Web site (including, without limitation, the Services), the prevailing party shall be entitled to recover all legal expenses incurred in connection with the action, including but not limited to its costs, both taxable and non-taxable, and reasonable attorney's fees.

13.2 If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

13.3 This Agreement may be modified only by written agreement of both parties.

13.4 We may assign Our rights and obligations under this Agreement. This Agreement will inure to the benefit of Our successors, assigns and licensors. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of this Agreement, or to exercise any right under this Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. This Agreement may not be as-

Vidoovy agreement continued

signed by You without Our prior written consent. Any purported assignment in violation of this section shall be void.

13.5 This Agreement shall be governed by New Jersey law and controlling U.S. federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in the State of New Jersey.

13.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

13.7 No joint venture, partnership, employment, or agency relationship exists between You and Us as a result of this agreement or use of the Web site or our Services.

13.8 The failure of any party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by You and Us in writing.

13.9 Survival. None of the paragraphs or rights transferred in this Agreement shall survive the termination of the Agreement. Upon termination of this agreement by either party, for any reason or no reason, the parties shall be placed back into their original positions as though this Agreement had never been entered into between the parties.

13.10 This Agreement comprises the entire agreement between You and Us and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Township of Bloomfield, New Jersey

Printed Name & Title

Sean Guy Lentine Dir. I.T.

Signature

[Handwritten Signature]

Date

3/3/15

Vidoovy agreement continued

Direct Ignition, LLC DBA Vidoovy

Printed Name & Title Patrick Sutherland, President, Direct Ignition LLC

Signature 

Date 3-5-15