



**April 20, 2015**

William Frye III  
Honest Weight Food Coop  
100 Watervliet Avenue  
Albany, NY 12206

**Re: Honest Weight Food Coop Retainer**

Dear Mr. Frye:

We appreciate your interest in retaining Corning Place Communications (CPC) with regard to the provision of media relations, public affairs and advocacy services. This Retainer Agreement (Agreement) shall confirm the terms, conditions and scope of such services. Upon execution, this Agreement shall be filed with the Joint Commission on Public Ethics ("JCOPE") and shall be governed by the laws of the State of New York, including, but not limited to, Article 1-A of the Legislative law (i.e. "the Lobby Act").

**I. Scope of Services**

For the duration of the agreement, CPC will provide strategic communication services on behalf of the Honest Weight Food Coop (HWFC) as it evaluates its bylaws. These services may include research, media relations, and the development of a communications plan associated with matters under consideration, in particular those associated with the review of its organizational bylaws.

**II. Term of Agreement**

The term of our representation shall begin upon the signing of the retainer and proceed until CPC has provided 20 hours of service.

**III. Compensation**

For the term of the engagement CPC offers its media relations expertise and strategic crisis communications services at a rate of \$250.00 per hour. The initial engagement will be capped at 20 hours. CPC will notify HWFC as it approaches this predetermined cap at which point the terms of the contract may be modified prospectively. The invoice for this agreement will be billed on or about May 1, 2015.

We will also bill for disbursements including, but not limited to, long distance telephone charges; data, telecommunications, news, online, web-hosting, copying, and courier services; UPS/FedEx;

meals; and necessary travel. If applicable, the purchase of commercial broadcast, print or digital advertising; and direct mail will be billed at an additional fee using gross agency rates.

In addition, the firm bills on a monthly basis for disbursements. Bills will be sent to your attention at the above address unless instructed otherwise. Payment in full is due upon receipt. Any payments not received by us within thirty (30) days of receipt of the invoice will be considered overdue and may be subject to interest at the rate of 1 percent per month.

#### **IV. Compliance**

Both parties are required to comply with all laws, rules and regulations administered and enforced by the JCOPE. Such compliance shall include CPC complying with the registration and all other lobbyist filing requirements. Likewise, as directed by CPC, the Honest Weight Food Coop shall comply with all appropriate client filing requirements.


#### **V. Agreement**

This Agreement constitutes the entire agreement between the Honest Weight Food Coop and CPC.

If the terms of the Agreement meet your approval, please sign it and return it to us for filing with the JCOPE. Representation shall not begin until this Agreement is executed and filed with the JCOPE.

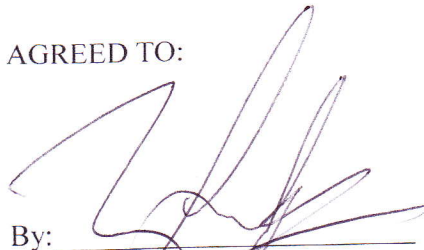
We appreciate your confidence.

Very truly yours,



**Paul W. Larrabee**  
Executive Vice President &  
Managing Director

AGREED TO:



By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Pres*

*4/25/15*