

Monday, May 04, 2026 3:42:52 PM

2026CV0332 - Mary "Molly" L Mack

DOUGLAS F. CUBBERLEY
CLERK OF COURTS WOOD COUNTY OHIO

IN THE COMMON PLEAS COURT OF WOOD COUNTY, OHIO
GENERAL DIVISION

Madison Avenue Marketing
Group, Inc.
1600 Madison Avenue
Toledo, Ohio 43604,

Plaintiff,

vs.

The Perrysburg Visitors and
Convention Bureau, Inc.
d/b/a Visit Perrysburg
105 West Indiana Avenue
Perrysburg, Ohio 43551,

Defendant.

) Case No.

) Judge

) COMPLAINT

)

) Douglas W. King, Esq.
) Frederickson, Heintschel & King, Co., L.P.A.
) 405 Madison Avenue, Suite 1000
) Toledo, Ohio 43604

) (419) 242-5100

) Fax: (419) 242-5556

) Attorneys for Plaintiff

* * * * *

Now comes Plaintiff Madison Avenue Marketing Group, Inc. ("Plaintiff"), by and through its counsel, and for its Complaint against Defendant Perrysburg Visitors and Convention Bureau, Inc., d/b/a Visit Perrysburg ("Defendant") states as follows:

INTRODUCTION

1. Plaintiff is an Ohio corporation engaged in the business of website, digital marketing and other business services.
2. Defendant is an Ohio non-profit corporation operating under the name of "Visit Perrysburg".

FIRST CAUSE OF ACTION
(Breach of Contract)

3. Plaintiff incorporates the averments contained in the preceding paragraphs as if fully rewritten herein.

4. Effective October 1, 2024, Defendant and Plaintiff entered into a certain Marketing Retainer Agreement (the "Contract") to provide Defendant with website, digital marketing, and other marketing services. The Contract is attached as Exhibit A.

5. The initial term of the Contract was for a twelve-month period through and including September of 2025. By its terms, the Contract automatically renewed for a second twelve-month renewal term through September 30, 2026, under the same terms and conditions.

6. The Contract required the Defendant to pay the Plaintiff Twelve Thousand Five Hundred Dollars (\$12,500.00) per month.

7. Defendant has failed to pay Plaintiff all amounts due under the initial term of the Contract and has failed to pay anything under the second renewal term.

8. Defendant has suffered damages as a result of Plaintiff's breach of the Contract in an amount not less than One Hundred Sixty-Two Thousand and Five Hundred Dollars and 00/100 cents (\$162,500.00), exclusive of interest and costs.

SECOND CAUSE OF ACTION
(Unjust Enrichment)

9. Plaintiff incorporates the averments contained in the preceding paragraphs as if fully rewritten herein.

10. The Plaintiff designed and delivered to the Defendant an award-winning website and other services and the Defendant's retention of the website and services provided by Plaintiff under the Contract without payment therefor constitutes an unjust enrichment of the Defendant.

WHEREFORE, Plaintiff prays for a monetary judgment against the Defendant in the amount of not less than One Hundred Sixty-Two Thousand and Five Hundred Dollars and 00/100 cents (\$162,500.00), plus interest; its costs and its attorney fees incurred herein; and all such other relief to which Plaintiff may be entitled in law or equity.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Douglas W. King", is written over a horizontal line.

Douglas W. King
Frederickson, Heintschel & King Co., L.P.A.
Attorneys for Plaintiff



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Toledo, Ohio 43604 USA
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+1 419.473.6338 fax
MadAveGroup.com

MARKETING RETAINER AGREEMENT

Order Number: G-24093003
Term: 12 Months
Account Executive: Kolton Davis

This Agreement is by and between Visit Perrysburg – Perrysburg Convention & Visitors Bureau (Client), with its principal place of business at 105 W Indiana Avenue, Perrysburg, OH 43551 and Madison Avenue Marketing Group, Inc. (MadAveGroup), with its principal place of business at 1600 Madison Avenue, Toledo, Ohio 43604.

WHEREAS, Client wishes to retain MadAveGroup to provide the services listed in Paragraph 3. Now therefore, the parties agree as follows:

1. APPOINTMENT OF AGENCY

1.1 Client wishes to hire MadAveGroup, and MadAveGroup agrees to provide Client with the services listed in Paragraph 3.1 below.

2. NATURE OF RELATIONSHIP BETWEEN PARTIES

2.1 In relation to this Agreement, MadAveGroup is acting solely as an independent contractor for the services authorized under this agreement. Nothing herein shall be deemed to create any other relationship, including without limitation to, a partnership relationship, nor shall any such relationship arise by operation of law. Accordingly, personnel supplied by either party will not be deemed employees of such parties and will not, for any purpose, be considered employees of the other party. Both parties assume full responsibility for the actions of their own personnel while performing services pursuant to this Agreement.

3. SERVICES TO BE PROVIDED BY MADAVEGROUP

3.1 MadAveGroup agrees to provide Client with services as listed on Attachment A – Program Deliverables & Pricing.

4. RESPONSIBILITIES OF MADAVEGROUP

4.1 Work will be performed at the offices of MadAveGroup between the hours of 8:00am to 5:00pm Monday through Friday.

4.2 On a monthly basis, MadAveGroup will provide Client with a detailed reporting of work completed and work to be done. Additionally, MadAveGroup will provide Client ongoing status of hours used.

4.3 MadAveGroup will obtain Client approval for all cost estimates prior to beginning projects or tasks.

5. RESPONSIBILITIES OF CLIENT

5.1 Client will assign projects and/or tasks to MadAveGroup as it sees fit.

5.2 Project and task priority and scheduling will be at the discretion of the Client.

5.3 Client will provide MadAveGroup with timely approvals or feedback for work and expenditures.

6. CLIENT APPROVAL OF WORK AND EXPENDITURES

6.1 Upon Client request, MadAveGroup shall prepare and submit for Client's approval all work as required by this agreement, together with estimates of their cost. MadAveGroup shall not, without Client's prior approval, incur any expenses or enter into any obligations for which Client may be held financially, legally or morally responsible, except in emergency situations where such action is, in MadAveGroup's opinion, necessary to safeguard Client's interests.

6.2 MadAveGroup will inform Client when the fees charged for projects and tasks worked on has reached the monthly retainer fee maximum defined in Paragraph 7.1. Client will then have the option to continue to have MadAveGroup perform additional work, which will be billed separately, or hold off the scheduling of the additional work until the following month.

7. FEES AND SERVICES

7.1 Client shall pay to MadAveGroup a monthly fee of \$12,500 per month for 12 months for the services as listed in Paragraph 3.1 of this Agreement.

7.2 Any service or services requested by Client that must be completed outside the hours listed in Paragraph 4.1 are not included in this agreement and will be billed separately. Additionally, any service or services requested by Client that must be completed somewhere other than the offices of MadAveGroup are not included in this agreement and will be billed separately.

7.3 All services other than those specifically listed in Paragraph 3.1, will be invoiced separately and are not included in the monthly fee set forth in Paragraph 7.1 above.

7.4 Any work performed by MadAveGroup as detailed in Paragraph 6.2 is not included in this Agreement and will be billed separately.

8. BILLING AND PAYMENT

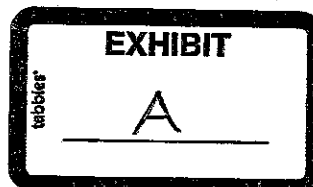
8.1 Client agrees to pay for the services provided under this Agreement according to the terms contained herein. Payment in full shall be made within 15 days from the invoice date. On all amounts remaining unpaid after 15 days from date of invoice, Client agrees to pay an interest charge equal to two percent per month or highest amount allowed by law, whichever is lower. Client shall pay when due any sales, excise, or other taxes or fees that may be levied or assessed with respect to services performed by MadAveGroup. If Client fails to make payment as provided herein MadAveGroup shall have, in addition to such remedy or remedies as it may be entitled by law, the right to rescind and cancel this agreement or at its option, to defer further services and deliveries until all services performed have been paid for.

9. CONFIDENTIALITY

9.1 MadAveGroup and Client both agree that any information received by either party which concerns the business, personal, financial or other affairs of MadAveGroup or Client will be treated in full confidence and will not be revealed to any other persons, firms, or organizations. MadAveGroup and Client further recognize and acknowledge that the services which MadAveGroup and Client perform, the products and equipment that may pertain to these services, and the clients and prospects of the both MadAveGroup and Client will remain confidential, that the goodwill of each company depends, among other things, on keeping such service, product, and client information confidential, and that unauthorized disclosure of the same would irreparably damage the respective company.

9.2 MadAveGroup and Client also recognize and acknowledge that the business matters and affairs of both companies and the methods of business operations of both companies are valuable and confidential and that unauthorized disclosure of the same would irreparably damage the respective company.

9.3 MadAveGroup and Client agree to hold such information in strict confidence, take all reasonable precautions to assure that all such information is protected from unauthorized persons, and make no use of such information except such use as is required by the relationship detailed in this agreement. Not even termination of this agreement shall release MadAveGroup or Client from this obligation.



MAG-MRA-11.14.2022



MARKETING RETAINER AGREEMENT

10. SERVICE AND TRADEMARK LICENSING

10.1 Client and its associated logos are registered trade and service marks and are the sole property of Client. MadAveGroup is granted the non-exclusive privilege of using and managing such trademarks and service marks in connection with its service responsibilities detailed in this agreement, provided, however, that MadAveGroup shall discontinue the use of any such mark, or change the manner in which any such mark is displayed or used when requested by Client.

11. OWNERSHIP

11.1 All work product, deliverables, and any other works created by MadAveGroup specifically for Client in connection with this Agreement shall be "works for hire" for Client. Client is and shall be deemed the sole and exclusive owner of all right, title, and interest to all work product and deliverables and other works generated by MadAveGroup pursuant to this Agreement.

11.2 All materials furnished by Client will remain the property of Client and will be returned upon request, or no more than 30 days from the termination of this agreement.

12. NOT RESPONSIBLE FOR DEFAULTS OF OTHERS

12.1 MadAveGroup shall not be liable to Client by reason of the defaults of suppliers of materials and services, owners of media or other persons not the agents or employees of MadAveGroup.

13. INDEMNIFICATION

13.1 Client shall indemnify, defend and hold harmless MadAveGroup, and its members and Affiliates, and their respective officers, directors, employees and agents from and against any and all third-party losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable legal fees and expenses), regardless of nature or type of claim, whether based upon tort, breach of contract, or other third-party claims, if and to the extent arising out of, resulting from, or related to (i) any act, omission, or default in the performance of obligations of Client pursuant to this Agreement or breach of any covenant, agreement, representation or warranty by Client under this Agreement; (ii) any materials provided by Client or its employees, agents or representatives and used by MadAveGroup in any of the MadAveGroup products and/or services; (iii) any third party claims relating to the Client products or services rendered hereunder, including but not limited to the infringement or alleged infringement of the proprietary rights or intellectual property rights of any third party relating to the Client products; or (iv) any claims or actions arising or resulting from the marketing, sale, distribution, or use of the Client products including, without limitation, claims or actions relating to any governmental or regulatory investigations, inquiries, and actions.

13.2 MadAveGroup shall indemnify, defend and hold harmless Client and its Affiliates and their respective officers, managers, members, employees and agents from and against any and all third-party losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable legal fees and expenses), regardless of nature or type of claim, whether based upon tort, breach of contract, or other third party claims, if and to the extent arising out of, resulting from, or related to (i) any act, omission, or default in the performance of the obligations of MadAveGroup pursuant to this Agreement or breach of any covenant, agreement, representation or warranty by MadAveGroup under this Agreement; or (ii) any materials created or provided by, and used by, MadAveGroup in providing the MadAveGroup products or services.

13.3 In no event shall either Party be liable to the other, whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for loss of profits) arising out of or relating to this agreement.

13.4 Under no circumstances shall the liability of MadAveGroup or its members and Affiliates, and their respective officers, directors, employees and agents hereunder exceed the total amount of fees paid by Client to MadAveGroup as detailed in paragraph 8.

14. TERM AND TERMINATION

14.1 This Agreement shall be effective on the date below and shall remain in force for period of 12 months and shall be automatically renewed for successive terms, unless Client or MadAveGroup gives written notice of termination at which time termination of this agreement becomes effective. Both Client and MadAveGroup have the right to terminate this agreement at any time if the other party fails to adhere to any of the provisions in this agreement. Upon expiration or termination of this agreement any monies owed to MadAveGroup must be paid in full.

14.2 All services performed and materials prepared by MadAveGroup during the 60 days prior to termination of this agreement shall be billed to Client, except that final bills shall be rendered by MadAveGroup within 30 days after termination, and shall be due and payable by Client 30 days after the date thereof.

14.3 Except as specifically set forth above, all the rights and liabilities of the parties arising out of this agreement shall cease on the date of termination of this agreement.

14.4 Any unused balance at the end of Agreement will be applied, at Client's discretion, to any future work requested by Client and to be performed by MadAveGroup or any other agency of MadAveGroup.

15. ENTIRE AGREEMENT

15.1 The provisions of this Agreement constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless in a document which refers to this Agreement and is signed by both parties.

Both parties do hereby Agree to all terms and conditions set forth in this document.

Visit Perrysburg

Signature:

Printed: Josh Johnson

Title: Executive Director

Date: 9/24/2024

MadAveGroup

Signature:

Printed: STEVE EVERT

Title: EUP

Date: 10-1-24

Effective Date:

Effective Date: 10/1/2024

MAG-MRA-11.14.2022

CS 12/1/24



MARKETING RETAINER AGREEMENT TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT:** Execution of this agreement by Client shall not result in a binding agreement until it is signed by a duly authorized officer of Madison Avenue Marketing Group, Inc. (MadAveGroup)
2. **SERVICES PROVIDED BY MADAVEGROUP:** MadAveGroup agrees to provide services as listed on the face of this agreement.
3. **RESPONSIBILITIES OF MADAVEGROUP:** Work will be performed at the offices of MadAveGroup between the hours of 8:00am to 5:00pm Monday through Friday. On a monthly basis, MadAveGroup will provide Client with a detailed reporting of work completed and work to be done. Additionally, MadAveGroup will provide Client ongoing status of hours used.
4. **CLIENT RESPONSIBILITIES:** Client will assign projects and tasks to MadAveGroup as it sees fit. Project and task priority and scheduling will be at the discretion of the Client. Client will provide MadAveGroup with timely approvals or feedback for work and expenditures.
5. **CLIENT APPROVAL OF WORK, TIMEFRAMES AND EXPENDITURES:** Upon Client request, MadAveGroup shall prepare and submit for Client's approval all work as required by this Agreement, together with timeframes for completion and estimates of their cost. MadAveGroup shall not, without Client's prior approval, incur any expenses or enter into any obligations for which Client may be held financially, legally or morally responsible, except in emergency situations where such action is, in MadAveGroup's opinion, necessary to safeguard Client's interests. MadAveGroup will inform Client when the fees charged for projects and tasks worked on has reached the maximum fee for the month as set forth on the face of this Agreement. Client will then have the option to continue to have MadAveGroup perform additional work, which will be billed separately, or hold off the scheduling of the additional work until the following month.
6. **FEES AND SERVICES:** Client shall pay to MadAveGroup the fee as set forth on the face of this document. Any service requested by Client that must be completed outside the hours listed in Paragraph 3 are not included in this agreement and will be billed separately. Additionally, any service or services requested by Client that must be completed somewhere other than the offices of MadAveGroup are not included in this agreement and will be billed separately. All services other than those specifically listed on the face of this Agreement, will be invoiced separately and are not included in the fee set forth on the face of this agreement.
7. **PAYMENT TERMS:** Client agrees to pay for the services provided under this agreement according to the terms contained herein. Payment in full shall be made within 15 days from the invoice date. On all amounts remaining unpaid after 15 days from date of invoice, Client agrees to pay an interest charge equal to two percent per month or highest amount allowed by law, whichever is lower. Client shall pay when due any sales, excise, or other taxes or fees that may be levied or assessed with respect to any and all services performed by MadAveGroup. If Client fails to make payment as provided herein, MadAveGroup shall have, in addition to such remedy or remedies as it may be entitled by law, the right to rescind and cancel this agreement or at its option, to defer further services and deliveries until all product provided and/or services performed have been paid for.
8. **CONFIDENTIALITY:** MadAveGroup and Client both agree that any information received by either party which concerns the business, personal, financial or other affairs of MadAveGroup or Client will be treated in full confidence and will not be revealed to any other persons, firms, or organizations. MadAveGroup and Client further recognize and acknowledge that the services which MadAveGroup and Client perform, the products and equipment that may pertain to these services, and the clients and prospects of both MadAveGroup and Client will remain confidential, that the goodwill of each company depends, among other things, on keeping such service, product, and client information confidential, and that unauthorized disclosure of the same would irreparably damage the respective company.
9. **SERVICE AND TRADEMARK LICENSING-** Client and its associated logos are registered trade and service marks and are the sole property of Client. MadAveGroup is granted the non-exclusive privilege of using and managing such trademarks and service marks in connection with its service responsibilities detailed in this agreement, provided, however, that MadAveGroup shall discontinue the use of any such mark, or change the manner in which any such mark is displayed or used when requested by Client.
10. **OWNERSHIP:** All work product, deliverables, and any other works created by MadAveGroup specifically for Client in connection with this Agreement shall be "works for hire" for Client. Client is and shall be deemed the sole and exclusive owner of all right, title, and interest to all work product and deliverables and other works generated by MadAveGroup pursuant to this Agreement.
11. **NOT RESPONSIBLE FOR DEFAULTS OF OTHERS:** MadAveGroup shall not be liable to Client by reason of the defaults of suppliers of materials and services, owners of media or other persons not the agents or employees of MadAveGroup.
12. **INDEMNIFICATION:** Client shall indemnify, defend and hold harmless MadAveGroup, and its members and Affiliates, and their respective officers, directors, employees and agents from and against any and all third-party losses, damages, injuries, causes of action, claims, demands and expenses (including reasonable legal fees and expenses), regardless of nature or type of claim, whether based upon tort, breach of contract, or other third-party claims, if and to the extent arising out of, resulting from, or related to (i) any act, omission, or default in the performance of obligations of Client pursuant to this Agreement or breach of any covenant, agreement, representation or warranty by Client under this Agreement; (ii) any materials provided by Client or its employees, agents or representatives and used by MadAveGroup in any of the MadAveGroup products and/or services; (iii) any third party claims relating to the Client products or services rendered hereunder, including but not limited to the infringement or alleged infringement of the proprietary rights or intellectual property rights of any third party relating to the Client products; or (iv) any claims or actions arising or resulting from the marketing, sale, distribution, or use of the Client products including, without limitation, claims or actions relating to any governmental or regulatory investigations, inquiries, and actions. In no event shall either Party be liable to the other, whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for loss of profits) arising out of or relating to this agreement. Under no circumstances shall the liability of MadAveGroup or its members and Affiliates, and their respective officers, directors, employees and agents hereunder exceed the total amount of fees paid by Client to MadAveGroup as detailed on the face of this Agreement.
13. **TERM AND TERMINATION:** This Agreement shall commence on the date signed and shall remain in effect for the term as specified on the face of this document. Thereafter this Agreement shall be automatically renewed for successive terms, unless Client or MadAveGroup gives written notice of termination at which time termination of this agreement becomes effective. Both Client and MadAveGroup have the right to terminate this agreement at any time if the other party fails to adhere to any of the provisions in this agreement. Upon expiration or termination of this agreement any monies owed either party must be paid in full. All services performed, and materials prepared by MadAveGroup during the 60 days prior to termination of this agreement shall be billed to Client, except that final bills shall be rendered by MadAveGroup within 30 days after termination and shall be due and payable by Client 30 days after the date thereof. Any unused balance at the end of Agreement will be applied, at Client's discretion, to any future work requested by Client and performed by MadAveGroup or any of its agencies.
14. **NON SOLICITATION:** Client shall not at any time, whether during the term of this agreement or for a period of 2 years after its termination, whether by himself (or herself) or as a partner or employee of any other person, firm or company directly or indirectly suggest or cause to be suggested to any employee of MadAveGroup or any person retained under a contract for services by MadAveGroup that he or she might leave MadAveGroup to work for Client or for any company or firm with which Client is or intends to be connected.
15. **ENTIRE AGREEMENT:** The provisions of this Agreement constitute the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications relating to the subject matter hereof. No amendment or modification of any provision of this Agreement will be effective unless in a document which refers to this Agreement and is signed by both parties.

Accepted:


Josh Johnson
Vice President

Attachment A – Program Deliverables & Pricing

Website Design, Development & Build consisting of:

- MadAveGroup Marketing Consultation
- Dedicated Marketing Manager
- Discovery Meeting
- Development in Headless CMS WordPress Platform
 - Current Copy Brought Over
 - Custom Graphic, Responsive Design
- Interactive Events Calendar
- UX/UI Design & Testing
- design2influence Design of Homepage, Internal and Mobile Pages
- Build or Port Over Database with Existing Content
- Create Front-End Styling and Components Using Headless Architecture
- Rewrite Front-End of Site Using Custom JS/CSS
- Connect New Front End to New WP Instance
- Build GraphQL Queries for WP Content

Digital Marketing Program could include, but is not limited to:

- Program Definition (Goals, Strategies, Tactics)
 - Search Engine Optimization
 - Search Engine Marketing
 - Paid Search Ads
 - Social Media Advertising
 - Facebook
 - Instagram
 - TikTok
- Monthly Search Engine Optimization
 - Keyword Research and Analysis
 - Competitor Analysis
 - Optimization of Individual Page Headers, Copy, Internal Links, and Other Content
 - Optimization of URL Structure
 - Establishment and Optimization of "Cornerstone" Content Pages
 - Structured Data Implementation
 - Monitoring for Duplicate Content, Broken Links, and Other Content Issues
 - Core Web Vitals Optimization
- Content Marketing
 - Two Blog Articles per Month
- Google Ads Search Engine Marketing
 - Search Advertising
 - Keyword Research & Selection
 - Account & Campaign Setup
 - AdGroup / Ad Optimization
 - Ad Copywriting
 - Ad Extension Management
 - Budget Optimization for up to \$1,000 per month*
 - Key Performance Metric Setup
 - Landing Page Creation / Management
- Social Media Advertising
 - Facebook, Instagram & TikTok Advertising
 - Ad Copywriting & Design
 - ❖ Refreshed Quarterly

- Demographic / Interest Segmenting
- Budget Pacing up to \$3,000 per month*
- Conversion Tracking Setup
- Reporting
- Website Content Maintenance
 - Up To 40 Hours Annually
- Website Hosting & Server Maintenance
- Monthly Reporting & Analysis
- Annual Program Reviews

Campaign Planning & Content Development Retainer including, but not limited to:

- Idea Generation
- Logistical Guidance
- Media & PR Planning
- Calendar Planning & Management
- Content Creation
 - Design & Copywriting
- Video & Drone Shooting
- Video Editing
- Video Production
 - Edited For Website Publication, Television Spots, Radio Spots, Digital Ads
- design2influence Consultation

Pricing:.....\$12,500 per month for 12 months

Proposal good for 30 days.

Pricing does not include advertising spend for Google Ads and Social Media Advertising.

Initial

JS