



Services Agreement

Quarterly Patient Newsletter

This Agreement is made between Brazzell Marketing Agency with a place of business in Galax, Virginia and

with a place of business in _____.

Brazzell Marketing Agency is hereafter referred to as BMA, and the customer specified above is hereafter referred to as customer.

BMA or the customer may unilaterally cancel the Agreement with 30 days' notice. While this Agreement is in force, BMA will design and print patient-oriented newsletters on an every-90-day basis.

BMA agrees to the following:

- To design a new newsletter every 90 days. The format should be an 8.5x11 self-mailer, unless the customer specifies otherwise with 30 days' notice.
- To print newsletters at the quantity choice specified by the customer.
- To refrain from printing until approval for the piece is received.
- To mail newsletters via standard mail.

Fees: BMA will charge and customer agrees to pay a fee of \$293 per newsletter for research, writing, and design. Additionally, BMA will charge and customer agrees to pay the printing charges displayed on the Brazzell Marketing Agency website at the time each flyer is approved. Additionally, BMA will charge up to \$576 to address, tab, and mail via standard mail 1,000 brochures. BMA will charge sales taxes in states where our network has a physical presence.

Charges: BMA will charge the research, writing, and design fee to the credit card as development of each newsletter begins. BMA will charge the remainder as each newsletter is approved and goes to print. A late fee of 1.5% each month will increase invoices not paid within 30 days. The customer hereby agrees that BMA has the right to delay printing and mailing of flyers when there is an outstanding balance due. BMA may change pricing but must give 45 days' notice.

Reproduction Rights: All creative work (i.e. printed materials or graphics) is exclusively the property of BMA. Customer shall not reproduce or copy by any means BMA's creative work or any part of BMA's creative work without express consent from BMA.

Effective Date of Agreement: _____

Provisions: BMA may amend this Agreement without canceling this agreement, but BMA must provide 45 days' notice for all amendments. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The customer may not assign or transfer this Agreement or any of its obligations without the other's express prior written permission. Each party represents and warrants that it has the right to enter into this Agreement, and its performance of the Agreement will not violate the terms of any contract, obligation, law, regulation or ordinance to which it is or becomes subject. The customer agrees to be responsible for any and all fees, including third-party fees, related to the collection of payments due. The person authorizing this agreement represents that he/she has the authority within the customer company to do so, and the party signing for customer below agrees that he/she will be held personally liable for misrepresenting authority to enter into this agreement. Any copy of this Agreement made by reliable means (such as photocopy or facsimile) is considered an original.

Customer Signature

Date

BMA Signature

Date

Print Name

Print Name

FAX TO BRAZZELL MARKETING AGENCY AT (276) 236-5070.
Questions? Call toll-free 1 (866) 272-3799.