



# Services Agreement

## Health Care Monthly Mail Program

This Agreement is made between Brazzell Marketing Agency with a place of business in Woodlawn, 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.

While this Agreement is in force, BMA will design and distribute physician-oriented mailings on a monthly basis, and the customer will make payments on a monthly basis.

BMA agrees to the following:

- To design a new flyer every month.
- To develop a mail list with the assistance of the customer.
- To make all necessary deletions and additions to the mail list on a monthly basis.
- To provide all envelopes, paper, printing and postage necessary for 8.5"x11" flyers in #10 envelopes.
- To refrain from mailing until approval for the piece is received.
- To mail up to the quantity specified below in "Fees" each month. "Pieces" means one flyer in one envelope.

Exclusivity: BMA agrees not to enter into the same Agreement with the same type of business with a place of business in the exclusive territory.

Type of Business: \_\_\_\_\_

Exclusive Territory: \_\_\_\_\_

Fees:     Up to 100 pieces for \$399             Up to 200 pieces for \$497             **Up to 300 pieces for \$599 (RECOMMENDED)**  
 Up to 400 pieces for \$746             Up to 500 pieces for \$893             Up to 600 pieces for \$1040

Pricing & Payment: The customer agrees that a customer credit card should be charged the fee specified above as services begin each month. BMA begins work on scheduled mailings approximately one month before the scheduled mail date. This Agreement represents a discounted pricing in the first three months, such that the additional setup work of getting started is not charged for if the customer makes three consecutive payments. If the customer does not make three consecutive payments in a timely fashion, the client agrees that BMA is not obligated to three mailings. Instead, the successful charges pay for services as follows. The first charge covers the cost of the initial consultation, mail list development, and design of the first bulletin. The second charge covers the cost of the first mailing and the second bulletin design. The third charge covers the cost of the second mailing, the third mailing, and the third bulletin design. The fourth and each subsequent charge is payment in full for each bulletin design and its subsequent mailing. BMA will send a receipt to the customer with each charge. After three months, BMA may adjust pricing without canceling this Agreement. BMA must give 45 days notice before changing pricing.

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 (e.g. legal, collection, etc.) 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. However, any personal liability this Agreement assigns to the signor does not void or lessen the liability or responsibilities of the customer. In the event that disputes, including payment issues, must be settled in court, the jurisdiction local to BMA, its successors, or assigns will be the primary jurisdiction. 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