

CONTRACT FOR THE LANDLORDSOURCE MANAGED FOR YOU EMAIL NEWSLETTER

This agreement is between *LandlordSource - Managed for You Email Newsletters* and **[Client Name]**, herein referred to as Client. This subscription is for a **[Type] [Monthly or Quarterly]** email newsletter commencing **[starting date]** and ending on **[ending date]**.

A LandlordSource – Managed for You Email Newsletters defines an email newsletter designed and prepared for the Client and issued directly to the Client’s email contacts per the terms in this contract. LandlordSource and Dedra Allomong, the design/fulfillment person, manage and prepare the Managed for You Email Newsletter program.

Payment for this subscription is \$50 per issue, or **\$600** for one year. There is an additional \$150 **one-time set-up fee** to design the Client’s email newsletter. LandlordSource will not charge a set-up fee again unless a Client requests a major change to the design of the newsletter. If a major redesign is required, it is an additional \$100 for each redesign.

Clients must pay all subscriptions one year in advance. LandlordSource will supply a paid invoice upon payment of all newsletter fees. Work will not commence on any email newsletter unless Client pays all fees in advance of the subscription year. If Client decides to end this contract, LandlordSource – Managed for You Email Newsletters will deduct a \$50 cancellation fee from any funds paid and return funds for any newsletters not issued.

Client must contract and pay for email newsletter subscriptions a minimum of 30 days in advance of the **email shipping date**. Example – to have a May 2010 issue, Client must contract for a subscription by April 1, 2010. This is because of the time necessary for the design of the email newsletter.

- A **[Type of Newsletter]** subscription is termed as **[Number (#)]** consecutive email newsletters per year and sent to the Client’s contacts during the last week of the month before each issue.
- LandlordSource – Managed for You Email Newsletters will not provide PDF or other materials for “printing” newsletters.
- The Client can find the exact distribution dates on the General Information and Suggested Wording provided with this contract. Upon renewal, LandlordSource will provide the new distribution dates.
- LandlordSource – Managed for You Email Newsletters designs and prepares all email in Infusionsoft software.

Can-Spam Act

The Can-Spam Act is a federal law and governs what contacts can be used for email newsletters. LandlordSource follows the guidelines of the Can-Spam Act. LandlordSource will not begin any email newsletter design or issue any email newsletters unless the Client agrees and signs the Can-Spam Act Addendum to this contract.

Email Newsletter Disclaimer

LandlordSource - Managed for You Email Newsletters requires that the following disclaimer is included in all email newsletters to protect both the client and LandlordSource.

This email newsletter is for informational and educational purposes only for our clients. It is NOT legal advice. Although we believe this material to be accurate, we cannot guarantee that is it 100% accurate.

LandlordSource Managed Newsletter Responsibilities

- LandlordSource provides a “General Information Form & Suggested Wording” in Microsoft Word® to client regarding all email newsletters at the same time as this contract.
- LandlordSource provides to “Client a Client Information Form” in Microsoft Word® for the Client to complete at the same time as this contact.
- LandlordSource - Managed for You Email Newsletters will design the email newsletter and provide a proof to Client within twenty (20) days of receipt of all information supplied by Client.
- After the proof is accepted, LandlordSource – Managed for You Email Newsletters will schedule the first issue of the email newsletter.
- For each issue thereafter, LandlordSource – Managed for You Email Newsletters will send the following automatic notices:
 - Send a request for updates from Client on the 1st of each month with a update deadline of the 10th of each month
 - Send a reminder for Client on the eighth (8th) of the issue month if the Client has not sent an update.
 - Prepare and send a proof for each issue by the twentieth (20th) of the issue month with a request for changes by the twenty-fifth (25th) of the issue month.
 - Make any necessary changes supplied by the Client by the 25th of the issue month
 - Issue the newsletter to the Client’s contacts on the distribution date in the issue month, which is in the General Information Form and updated with each subscription.
- LandlordSource – Managed for You Email Newsletters will supply the main article content in each email and/or website newsletter.
- LandlordSource – Managed for You Email Newsletters will provide for an “opt-out/unsubscribe” link on every email newsletter.
- LandlordSource – Managed for You Email Newsletters will provide a “Join My Mailing List” link to a page for Client to send to necessary contacts and to furnish their webhost for their website
- LandlordSource – Managed for You Email Newsletters will monitor any “bounces,” spam, or opt-outs and report quarterly to Client.
- LandlordSource – Managed for You Email Newsletters will notify Client if there is a problem with spam and the Client’s contacts.

Client Responsibilities

- It is the Client’s responsibility to read and sign this contract. If there are questions, it is the Client’s responsibility to contact Jean Storms immediately by telephone (916) 408-4400 or email at jstorms@landlordsource.com.
- It is the Client’s responsibility to read the General Email Newsletter Information supplied to Client by LandlordSource.
- It is the Client’s responsibility to understand and sign the Can-Spam Act, Addendum 1 to this contract. It is Client’s responsibility to contact LandlordSource immediate if they do not understand this addendum.
- It is the Client’s responsibility to understand and supply the Client Information Form within 30 days of this contract or sooner. It is Client’s responsibility to contact LandlordSource immediately if they do not understand this form.

- The Client must supply the information needed for their email newsletter within thirty-days of the beginning date of this contract.
- If the Client does not supply all required information within thirty-five (35) days, LandlordSource will cancel this contract and refund the Client's fees less a \$50 failed transaction fee.
- The Client is responsible for the accuracy of all information provided to the LandlordSource - Managed for You Email Newsletters.
- The Client can submit an additional article for the email newsletter by the update deadline but are not to exceed 350 words. If the Client does not provide the article by the 10th of the month, it will not be included in the issue. Client is responsible for ALL editing of the article submitted by Client.
- The Client is responsible for reviewing all email newsletter proofs provided by the LandlordSource - Managed for You Email Newsletters and sending any changes by the due date of the 25th requested by LandlordSource.
- The Client is responsible for supplying all artwork in the form of jpg, tiff, and gif. If artwork is in any other format, the Client must consult LandlordSource to see if acceptable.

Limitation on Email Newsletters

- LandlordSource will not eliminate the disclaimer on any email newsletter.
- LandlordSource will not eliminate the "unsubscribe or opt-out" feature on any email newsletter.
- LandlordSource will not change the monthly deadlines to customized dates for any Client due to the electronic nature of this product.
- LandlordSource will not change the supplied main article content with the exception of minor errors. If Client does not accept the main article, Client must supply a substitute article, completely edited by the Client, by the 25th deadline.
- LandlordSource will not edit articles supplied by Client.
- LandlordSource will not supply special artwork.
- LandlordSource will not design or redesign logos for Clients.
- LandlordSource will not change the design of the logo without written agreement and additional fee of \$100.
- LandlordSource will not supply any PDF version of the email newsletter for printing.
- LandlordSource will not post email newsletters directly to a Client's website (see paragraph on Web Page Newsletters)

Email newsletter renewal information:

- All newsletter renewals are for January through December.
- If the start date for the first year of subscription began during the year, LandlordSource will prorate the renewal the 2nd year. Each year thereafter will begin with the January or 1st quarter issue, depending on the type of newsletter. Example: if the first email newsletter was the July issue, the renewal will be for August through December of the next year.
- LandlordSource will invoice renewals will be sent on November 1 of each year. Client must pay the invoice November 20 prior to the renewal year to ensure continuation of newsletters.
- Clients must renewal all newsletters using a credit card and LandlordSource will provide instructions on how to make payment with the invoice.
- Client can also make the credit card payment via telephone by calling LandlordSource
- Acceptable credit cards are VISA, MasterCard, or American Express,
- The invoice will only be for the email newsletter issues; there will not be another set up fee charged again unless you contract for a different email newsletter or require major design changes to an email newsletter.
- If you wish to cancel the subscription when you receive the invoice, please notify newsletters@landlordsource.com immediately.

Changes to Contract

If, at any time, LandlordSource – Managed for You Email Newsletters determines that there are updates required for this Email Contract, Can-Spam Addendum, or General Information, LandlordSource will notify Client in writing. This notification can be through email and/or regular mail.

Cancellation of Contract

Either party with a thirty-day written notice can cancel this contract.

Disputes

If any legal dispute arises from this contract, each party is liable for their own attorneys' fees or legal costs.

This is the contract in its entirety. Upon signing of the Email Newsletter Contract and the Can-Spam Act Addendum by Client, Jean Storms, MPM®, President, will sign the contract and send a copy directly to Client.

Company Representative Name (please print)

Jean Storms, President
LandlordSource

Company Representative Signature

Date

Date