

Resident News Agreement

This Agreement (the "Agreement"), dated as of the ____ day of _____, 20____, is made by and between

Resident News, with offices located in Overland Park, KS and _____ (the "Community")

Shipping Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Contact Name: _____ **Phone:** _____ **Fax:** _____

Email: _____ **Billing Email:** _____

Management Co., Regional Contact Name & Email: _____

Mgmt Company Accounts Payable Contact Name & Phone: _____

Start Month/Year (the "Effective Date"): _____ **Tax Exempt:** *If YES, please return a copy of your tax certificate with the contract.

Newsletter Type

(Please only check one): Rates are guaranteed for one year.

----- Multifamily Version -----			----- Senior Version -----	
Standard (\$.47)	Bi-Monthly (\$.57)	Single Page (\$.37)	Standard (\$.57)	Bi-Monthly (\$.67)
Month-to-Month (\$.57)	Quarterly (\$.67)		Month-to-Month (\$.68)	Quarterly (\$.77)

Number of Copies (Multiples of 10 only): _____ **Deadline (10th or 15th):** _____ **Promo Code:** _____ **Salesperson:** _____

There is a once-payable **Set-Up Fee of \$150**, payable at the commencement of all NEW activations.

Consecutive renewals without time lapses between agreements are not considered "NEW" activations and will not be charged a new setup fee.

Comments: _____

THE NEWSLETTER: Resident News will provide custom-designed newsletters and will work cooperatively with the Community to publish a newsletter for the Community on the frequency indicated above. The newsletter must be approved by the Community prior to production. If it is not approved by your deadline, Resident News shall have the right to customize, print and ship the newsletter, which shall be referred to as a "Ready-Made Newsletter." Newsletters that require corrections after submission or a deadline extension may be subject to additional fees.

TERM AND TERMINATION: This Agreement shall commence on the "Effective Date" and shall extend for a period of twelve (12) months (the "Initial Period"). This Agreement shall automatically renew for another twelve (12) month period following the Initial Period and for each twelve (12) month period thereafter (each a "Renewal Period") unless and until the Community furnishes Resident News with a written notice on company letterhead sent via email to help@residentnews.com of its intention not to renew this Agreement within thirty (30) days of the expiration of such Initial Period and each Renewal Period thereafter, whereupon this Agreement shall automatically terminate. Email confirmation from Resident News acknowledging receipt of your written notice to terminate MUST be received by the Community to be valid. This Agreement may further be terminated at the election of the Community in the event a new management company assumes control of the Community or the Community is sold, provided Resident News is furnished with thirty (30) days written notice on company letterhead sent via email of the Community's change in ownership/management and the new owner/management company's name, phone number and email is provided. Those on a month-to-month agreement shall provide (30) days written notice to cancel. Resident News may terminate this Agreement in the event the Community fails to pay monthly charges on time. If the community chooses to terminate this agreement prior to its expiration date, the community agrees to pay all remaining months' newsletter fees, but will not be responsible for future shipping fees. This agreement is not binding until you accept delivery and approve of your first issue. If, for any reason, you are not satisfied and wish to discontinue service, you must call our office within 72 hours of receipt of your first issue to cancel and/or void this agreement. At that time, you will ONLY be responsible for the first issue's shipping charges.

CUSTOM NEWSLETTERS: You are 100% responsible and liable for the content you submit to Resident News to be included in your custom newsletter. You guarantee that the images and text are free of copyright infringement and that you have written, legal permission to use the content in the event you do not own it.

CHANGE IN QUANTITY: Any request for a change in quantity, whether it is an increase or decrease, shall be emailed to help@residentnews.com at least 30 days prior to any change AND must be approved. Email confirmation by a member of Resident News is required for this change to be valid. Any decrease in quantity without proper notice shall be invoiced at our contracted rates and is not disputable.

INDEMNIFICATION: The Community hereby agrees to indemnify and hold Resident News and its successors and assigns harmless from any and all claims and/or liabilities related directly or indirectly to the performance of Resident News obligations pursuant to this Agreement.

INDEPENDENT CONTRACTORS: In the performance of their respective obligations hereunder, the parties to this Agreement are bona fide independent contractors of each other. No relationship of partners or employer and employee is created by this Agreement. It is understood that each party will act hereunder only as an independent contractor and at all times control the methods and means by which it provides its services hereunder.

BILLING/INVOICING: Invoices will be sent via email ONLY. Additionally, invoices may be printed (via the website) at the time of newsletter submission. Terms are NET 30, beginning from the INVOICE DATE shown on your invoice. A late fee of \$20 may apply to invoices that are past due. Shipping and handling will be included in your invoice.

SHIPPING DISCLAIMER: Newsletters are shipped by a third-party shipper and standard shipping and handling rates apply. Shipping and handling rates are subject to change at the request of the third-party shipper. Delivery dates are not guaranteed but all efforts are made to attempt delivery before the first of the month. Deliveries after the first of the month are not voided or cause for non-payment of the newsletter in any manner. Always be sure to open your delivery immediately and check your newsletter. You must notify our office within 24 hours of delivery for any errors or omissions or your order is considered valid and accurate.

IN WITNESS WHEREOF, I agree to the above conditions and I am authorized to execute this agreement as of the Effective Date.

Community Manager Signature

Your Title