



PUBLISHING SERVICE AGREEMENT

This Agreement is made this 17 day of August, 2018 by and between Liturgical Publications Inc (Publisher) and Lexington Senior Center, Lexington, KY (Customer). The parties agree that the Customer will use Publisher's services as defined in section II below and shall provide copy on a timely basis. In consideration for Publisher providing a complete and continuous publishing service, the Customer agrees to distribute the publication to its members and hereby assigns to Publisher, all its rights to any advertising revenue from the publication. Every attempt will be made to deliver the publication in a timely manner, however, the customer acknowledges that the Publisher cannot be held responsible for delivery exceptions due to weather emergencies, strikes, natural disasters, or acts of God.

I. **TERM:** This agreement shall commence immediately and shall continue in effect for 3 consecutive Publication Years (each publication year consisting of 12 publications), with the first publication year to begin on the 01 day of January, 2019. The term of this Agreement shall include the initial Publication Year(s) and any subsequent renewal(s) (collectively the "Agreement Term"). The Customer has the option of canceling this Agreement by giving Publisher a one year written notice. This notice would need to be given to Publisher no later than the anniversary of the start of the agreement.

II. **SERVICES:** Publisher shall provide to Customer all benefits outlined in the Agreement, provided 40 spaces of advertising sponsorship is maintained at all times during the term of this Agreement; otherwise, Publisher reserves the right to use alternate printing procedures or production methods; modify certain terms and conditions, or terminate this Agreement.

Absent the existence of factors beyond the control of either party (including without limitation due to acts of God, natural disasters, war or the failure of Internet service providers, other vendors, or shipping carriers and without such party's fault or negligence), Publisher shall deliver the publication to Customer within 7 business days. Publications received after 2pm EST may take an additional business day.

A. Publisher shall provide the following publication(s)/services:

- 12 issues of a(n) 16 page (8.5x11) Newsletter consisting of 13 page(s) of content and 3 pages of sponsorship (pages 7, 10 & 15), collate and staple, quarterfold. (3000 newsletters will be quarter-folded). Quantity published will be 4000 copies per publication. Newsletter will consist of the following: Cover Sheet: Digital 11x17 4/4. Sheet 2: Digital 11x17 4/4. Sheet 3: Digital 11x17 4/4. Sheet 4: Digital 11x17 4/4.

B. Royalties:

- For the duration of this agreement Publisher will pay the Customer a profit sharing royalty in an amount equal to 30% of paid advertising revenue in excess of \$15,000 per publication year.

III. **VALUE ADDED SERVICES:** Provide at no additional cost.

A. Customer will have unlimited access to Publisher's LPI Express publication transmission software.

B. Art & Media Portal, <http://portal.4lpi.com>, (a \$480/yr value) – our source for content and artwork to help you produce a better publication.

C. OurSeniorCenter (<http://ourseniorcenter.com>) - Your publication's presence on the Internet that includes the last twelve issues of your publication online.

IV. **AGREEMENT:** The contents of this document, including attached exhibits and/or subsequent renewal Agreements, extensions, or revisions constitutes the entire Agreement regarding the subject matter contained herein between Publisher and the Customer. The parties understand and agree to be bound by its terms and conditions. This Agreement shall bind the parties, their successors and assigns. This Agreement is not intended to supersede or modify other agreements.

Customer agrees to provide Publisher a copy of their vendor list only for solicitation of advertising for the Publication. Publisher agrees to maintain confidentiality of these lists and only use them for contracted services between Publisher and the Customer. Customer also agrees to make available a telephone, Internet connection (if available), and work space for the Publisher's representative during scheduled sponsorship campaign(s). The Customer further agrees to insert a timely pre-sell message into their publication.

V. **RENEWAL:** Publisher and Customer agree that at any date prior to the expiration of this Agreement, this Agreement may be renewed or revised on terms then mutually agreeable to both parties. If the Customer has not signed a new Agreement with Publisher, or notified Publisher in writing of its decision to non-renew service at least 180 days prior to the expiration of the Agreement Term, the parties agree to then renew this Agreement for such a period and under such terms as are identical to those contained in this Agreement.

Prior to replacing the service provided by the Publisher, the Customer agrees to give the Publisher the opportunity to match or exceed any other publisher's offer before entering into an agreement with them.

Lexington Senior Center
195 Life Lane
Lexington, KY 40502
(859) 278-6072

Liturgical Publications Inc
5 Progress Drive
Cromwell, CT 06416
(800) 477-4574



By: _____ DATE: _____ ← SIGN HERE _____

Diane Foster 612.0
Communication Consultant



PARTNERSHIP AGREEMENT

Thank you in advance for your participation and cooperation in the preparation of the sales effort. Our goal is to do the best job possible in obtaining ads for your publication. We appreciate your cooperation in helping us meet and exceed the advertising sales goal. We look forward to working with you in the years ahead.

The following information is needed in order to ensure a successful advertising campaign:

- On-site Telephone / Workplace
- On-site Internet Access
- Insertion of sales campaign announcement into current newsletter prior to sales effort
- Sponsor / Vendor list / Accounts Payable list
- Dates of Center Events, Promotions, Open Houses, etc.
- Completed lead questionnaire prior to sales campaign

Your Advertising Sales Executive will use this information to begin preparation. If you have any other thoughts or leads on possible advertising prospects, or if any of the information is not available, please let your Communications Consultant know as soon as possible.

Lexington Senior Center
195 Life Lane
Lexington, KY 40502
(859) 278-6072

Liturgical Publications Inc
5 Progress Drive
Cromwell, CT 06416
(800) 477-4574

By: _____

Diane Foster 612
Communication Consultant