



# SERVICE AGREEMENT

This Agreement is made this 19 day of October, 2023 by and between Liturgical Publications Inc (Provider) and Lexington Senior Center, Lexington, KY (Customer). The parties agree that the Customer will use Provider's services as defined in section II below and shall provide content on a timely basis. In consideration for Provider providing a complete and continuous service, the Customer agrees to distribute the service to its members and hereby assigns to Provider, all its rights to any advertising revenue from the service. Every attempt will be made to deliver the services in a timely manner, however, the customer acknowledges that the Provider 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 Service Years (each service year consisting of 12 services), with the first initial service year to begin on the 01 day of March, 2024. The term of this Agreement shall include the initial Service Year(s) and any subsequent renewal(s) (collectively the "Agreement Term").

II. SERVICES: Provider shall provide to Customer all benefits outlined in the Agreement, provided 25 spaces of advertising sponsorship is maintained at all times during the term of this Agreement; otherwise, Provider 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), Provider shall deliver the service to Customer within 7 business days. services received after 2pm EST may take an additional business day.

A. Provider shall provide the following service(s)/services:

- 12 issues of a(n) 24 page (8.5x11) Newsletter consisting of 18.5 page(s) of content and 5.5 pages of sponsorship (Bottom half of 3, 5, 7, 8, 17, 18, and 21. Full ad pages on 14 and 20.), collate and staple, tabbing, quarterfold. Quantity published will be 4700 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. Sheet 5: Digital 11x17 4/4. Sheet 6: Digital 11x17 4/4.

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

- A. Customer will have unlimited access to Provider's web-based service for content submission processes
- B. Unlimited access to WeCreate\*, a Content and artwork resource to help produce vibrant communications (a \$499/yr. value) – our source for content and artwork to help you produce a better service.
- C. Provider reserves the right to reproduce, publish, and/or distribute materials designed by Provider and distributed to Customer for the purpose of marketing and promotion.
- D. ~~MyCommunityOnline (https://mycommunityonline.com) - Your publication's presence on the Internet that includes the last twelve issues of your publication online. Customer agrees to install the MyCommunityOnline Widget on their website. Customer agrees to submit to Provider a digital distribution list of deliverable email addresses.~~ *RF*

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 Provider 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 Provider a copy of their vendor list for purposes of distribution of content and solicitation of advertising for the service. Provider agrees to maintain confidentiality of these lists and only use them for contracted services between Provider and the Customer and shall treat all such information under Provider's data privacy statement found at 4lpi.com/privacy-policy. Customer also agrees to make available a telephone, Internet connection (if available), and workspace for the Provider's representative during scheduled sponsorship campaign(s). The Customer further agrees to insert a timely pre-sell message into their service.

V. RENEWAL: Provider 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 Provider or notified Provider 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.

*Rinda Gorton*

VI. \*e-Pub Design, ParishesOnline.com, WeCreate, WeConnect and other brand items are brand identities and/or trademarks of the Provider. Provider reserves the right to upgrade, modify, suspend, or replace with like quality any aforementioned brand identity products during the Term of this Agreement.

**Prior to replacing the service provided by the Provider, the Customer agrees to give the Provider the opportunity to match or exceed any other Provider'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  
(317) 442-2424

By: Linda Gorton DATE: 12/17/23 → SIGN HERE

Stacey Ellsworth  
Stacey Ellsworth  
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.

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*Linda Gorton*

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