



CONTRACT YESLULU

lulustrategy

LULUCUSTOM

LULULAUNCH | LULUREFRESH | LULUPLUS | LULUCOMPLETE

1. Projects: The Client has engaged the Agency, a professional advertising agency, for marketing, advertising and design products, consultation, project management and related services noted in this contract.

2. Costs and Fees: All payments are to be made on the same day as the contract date on a monthly basis, or per the schedule/arrangement agreed upon by both the Client and Agency.

LULU CUSTOM

The Client agrees to compensate the Agency for the product and services selected*. Should the Client request consultation, design or other projects outside the selected project(s), the Client agrees to compensate the Agency at the hourly rate of **\$150 per hour**.

Client's Initial

* Each project subject to individual estimating (group estimating also available)

A \$500 non-refundable set-up fee, or payment #1 of arranged payment plan, will be paid upon contract signing. The Client will pay the balance in monthly increments on the same day each month per the contract, or per the scheduled payment plan agreed upon by Client and Agency, by authorizing the Agency to charge the Client's credit card on file accordingly.

Client's Initial

LULU PACKAGES

Payments for LULUPACKAGES will be taken in full upon contract signing. Should the client request consultation and/or design changes that require personal customization outside the LULUPACKAGES pre-determined specs, the Client agrees to compensate the Agency at the hourly rate of \$150.

Client's Initial

Payments **MUST** be paid in full prior to release of artwork

Client's Initial

3. Postage: The Agency does not guarantee that the estimated shipping costs will be the actual costs of shipping. The Agency has estimated such costs according to USPS guidelines and standards. However, because of the custom nature of the work done by the Agency, the Client accepts full responsibility for creating a USPS-acceptable mailing piece, and agrees to hold the Agency harmless for all costs and expenses related to shipping the product to the Client. In addition, should the Client's mailing list cause the USPS postage to exceed the estimated amount, the Client authorizes the Agency to change the difference, including any associated mailing house fees, to the Client's credit card on file.

4. Cancellation Guarantee: If for any reason you cancel this order in writing within two (2) days of signed contract, you will receive a refund subject to an 8% administrative fee for any work not already started. Work started will be billed at the hourly rate. Written cancellations from 3-14 days after contract signing will be subject to a 25% administrative fee or will be subject to the hourly rate for work completed to date, whichever is greater. No refunds after 14 days. No refunds if any designs have been sent to Client or Client's agents. Projects that are based on an estimated hourly rate will be charged to client's credit card only for the actual Agency hours spent on a project as of the time that the Agency receives the Client's notice of cancellation. The Client authorizes the Agency to automatically charge remaining Agency time and any related costs to the Client's credit card on file.

5. Final Approval: The Client agrees to communicate all final approvals from the Client or a Client-approved representative by initialing the layout and faxing it back to the Agency. These actions complete the projects' layouts and indicate to the Agency that the project designs are final and complete, and not subject to further change. The Agency will release no art files until the Client faxes back final approval.

6. Hold Harmless: The Client assumes full responsibility and agrees to hold the Agency, its employees, officers and agents harmless for content provided to the Agency by the Client and for any errors and omissions relating to projects, designs, consultations and services created or provided by

the Agency, including but not limited to individual, franchise, local, state, national and/or association logos. The Client is authorized to use any and all such logos included in any of the Agency's materials. The Agency guarantees delivery of all printed or produced materials to the USPS or a third-party shipping or mailing company designated by the Client, and the Agency will not be responsible for any damages or loss of materials that occur after such delivery is made. The Client agrees to hold the Agency harmless for all claims and expenses, including the costs, such as attorneys' fees and expenses, of defending the Agency for projects that have been delivered to the USPS or other third-party shipping or mailing company designated by the Client.

7. Governing Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. Should any dispute arise, both parties agree to resolve such disputes in a court with jurisdiction over the issues located within Franklin County, Ohio or in some alternative dispute resolution forum that is agreed to by the parties. In the event of the Client is determined to have breached any of the terms, conditions or covenants of this Agreement, the Client will be responsible for paying all costs incurred by the Agency, including collection expenses, reasonable attorneys fees and expenses, arbitration fees and court costs, and Agency's hourly rate in enforcing this Agreement.

8. Mailing Exclusivity: The Agency guarantees that it will not mail the same product in the same zip code and in the same industry as the Client for a period of 60 days after the date of the Client's most recent mailing, unless given approval by the Client to do so.

9. Marketing Samples: The Client agrees that the Agency may use any and all of the Client's projects as examples in the Agency's own marketing programs. Lulu Strategy copyright and phone numbers appear on all materials produced.

10. Logo Development: The Client understands that as part of its services the Agency will not undertake any trademark or service mark searches in connection with its design of marketing materials under this Agreement, and that the Client

is responsible for the defense of all such trademark, service mark or other intellectual property claims. Further, the Client agrees that it will defend and hold the Agency harmless as to all claims and expenses incurred by the Agency that are related to such claims. The Client acknowledges that its responsibility is to provide materials to the Agency that do not violate any third party's intellectual property rights and to defend the Agency in case such intellectual property rights are asserted by third parties.

11. Copyright: The Agency retains full copyright over all work, which it creates on behalf of the Client, and in the case of logos, corporate identity and other fully custom Absolutu Division projects, the Agency hereby grants full license to the Client for the Client's sole use of such property for a period of fifty years. Absolutu Division projects do not include Magazettes, newspapers, postcard campaigns or other projects available through Lulu Online, Inc. The Client may not reprint The New York Times Crossword Puzzle, its questions or answers, the Best of Dave Barry columns or any column; story, graphic or photo provided through the Knight Ridder/Tribune Media Service. The Client understands that the photos provided through the Agency's photo subscription service(s) are not sold to the Client, nor does the Client have unlimited use; the Client's limited usage of the photos varies according to the terms and conditions of agreements between the individual subscription service and the Agency. Photo usage is restricted to projects undertaken through the Agency.

12. Credit Card Authorization: The Client hereby authorizes the Agency to automatically charge the Client's credit card on file for all the projects, services, postage, freight, mailing lists and other direct costs necessary to the completion of Client projects. The Client understands that the final artwork will be released to the vendors only upon credit card authorization and payment of all outstanding fees and expenses incurred by the Agency in full. Any cancellation by the Client in effect authorizes the Agency to settle the Client's account and charge any remaining balance to the Client's credit card on file. Client is responsible for any and all costs associated with collecting the debt.

CREDIT CARD INFO

NAME ON CARD		
BILLING ADDRESS		
CITY	STATE	ZIP
CARD NUMBER	EXPIRATION	SECURITY CODE
AUTHORIZED SIGNATURE		DATE
ADDRESS (IF DIFFERENT THAN BILLING ADDRESS)		
CITY	STATE	ZIP
CELL PHONE	MAIN PHONE	
EMAIL	WEB	

I have received and read the terms above. I understand that any projects will be billed at up to **\$150/hour**. This Agreement represents the entire agreement between the parties. No additional promises are made outside the scope of this Agreement, including any exhibits or attachments referenced in this Agreement.

Signature (For Client/Name):

Date