

## CONSULTING AGREEMENT

This agreement between The Chadderdon Group (“Agency”) and the \_\_\_\_\_ (“Client”) is in force until December 1, 2012 and provides that:

1. Agency will write, design and produce professional persuasion mail (i.e. professionally printed, non in-house mail) on behalf of the Client.

a. If requested, Agency will review and comment on the content of specialized mailings undertaken by Client at no additional charge. Agency will also be available to design collateral materials such as web sites, brochures and media kits if mutually agreed upon by Client and Agency.

b. Client agrees Agency is sole contact with all print and mail vendors relating to mail produced by Agency. Client may not contact vendors directly concerning mail produced by the Agency.

2. Agency will be available for consulting on any strategic concerns that occur during the campaign at no additional charge.

3. a. No materials will be produced by Agency without the signed approval of the designated representative of the Client. Agency is not responsible for any corrections or changes that have not been indicated prior to the signed approval. Any changes made by Agency after the signed approval will result in increased expense, and the Client will be billed for all such increased expense.

b. Agency has the right to charge additional costs when there are more than three rounds of revisions to any piece. A round of revisions is defined as a single communication from the Client requesting a set of changes and the revisions are made by the Agency. This protects Client and Agency from gratuitous edits that can be detrimental to meeting production schedules. Agency will charge a \$1,500 “kill fee” for mail pieces requested by Client and produced by Agency, but production is stopped prior to printing at the request of the Client. Exceptions to this fee are pieces that are designed ahead of time by Agency and held at Client request until a mutually agreed upon deadline.

c. Ultimate responsibility for the correctness of copy, and the legality and appropriateness of claims and specifications in the persuasion mail remains at all times with the Client. As a result, Agency will not be held liable for any legal action resulting from material approved by the Client.

d. Client agrees to defend Agency and all its vendors and employees against any claim, suit or proceeding brought or threatened against any of them arising out of assertions made during the campaign, if the assertions are based on information supplied to Agency by or through the Client. Further, Client agrees to indemnify Agency and all its vendors and employees against any judgment that Agency may sustain as the result of any claim, suit or proceeding brought or threatened against any of them arising out of assertions made during the campaign, if the assertions are based on information supplied to Agency by or through the Client. Client's signed approval of the mailer prior to production shall be deemed to be a warranty and representation by the Client to Agency of the truth and accuracy of the statements contained in all copy. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

**4. Estimates for mail production costs and a schedule for payment will be submitted to the Client for approval prior to incurring these expenses. Client will be billed separately for custom photography and travel. Agency will not incur costs without approval of the Client.**

5. Payment for mail piece(s), including all art design, printing, mailing, and postage costs incurred by the Client; are due to the Agency before the scheduled date ("Print Date") on the Client's mail schedule. Any one-time waiver of this condition is at the sole discretion of the Agency and is not to be interpreted as a comprehensive waiver of this provision or any other provision in this contract. If the Client fails to pay by the Print Date, a \$150/day late fee will be applied for every day payment is delayed beyond the Print Date on the Client's mail schedule.

6. Agency retains all copyright and ownership rights to all artwork and copy generated on Client's behalf; however, Agency extends to Client one-time rights for use in application for the specific campaign. The rights to artwork and copy usage cannot be transferred from Client to any other party without the expressed written consent of Agency. No form of artwork generated by Agency will be used without the written consent of Agency for websites, collateral materials or any other usage other than that originally intended and agreed upon in the approved Strategy Memo. This one-time use is

not to be construed as any conveyance of Agency's intellectual property rights; or the rights, privileges, and protections afforded to the Agency as the copyright holder.

7. This agreement, in all matters and issues collateral thereto, is in accordance with and governed by the laws of Virginia. The determination of any claim, dispute or disagreement, which may arise out of the interpretation, performance or breach of this agreement, will be subject to enforcement and interpretation solely in the appropriate courts of Virginia.

8. Either party may terminate this Agreement at any time by giving the other party written notice thereof at least 14 days prior to the effective date of termination. Upon termination, Agency shall not commence work on any new projects, but it shall, at the option of the Committee, complete all previously approved projects. All other rights and duties, including payment of production costs due and owing under this agreement, shall continue during the notice period.

Each party is signing this agreement on the date stated opposite that party's signature.

THE CHADDERDON GROUP

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
ELIZABETH CHADDERDON  
PRESIDENT

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_