

Newsletter Service Agreement – One Newsletter Per Month

Parties

1. This Newsletter Service Agreement (“Agreement”) is made and entered into between BAR Digital Media, Inc. (“BAR DIGITAL”), on the one hand and the undersigned attorney (“ATTORNEY”) on the other hand.
2. Collectively, BAR DIGITAL and ATTORNEY shall be known as the “Parties.”

Term of Agreement

1. This agreement is for an **initial period of six months, and then it continues month-to-month thereafter.**
2. Once the initial six-month period has been completed, ATTORNEY may cancel this Agreement at any time by providing BAR DIGITAL thirty-days (30) written notice to branigan@bardigitalmedia.com.
3. This Agreement becomes effective on the date this contract is executed by ATTORNEY. There is no free trial or trial period.

Monthly Price for One Newsletter Per Month

1. ATTORNEY agrees to pay BAR DIGITAL **\$125.00 each month.**
2. This payment shall be made only by re-occurring credit/debit card payments via BAR DIGITAL’s website.
3. The charge will be made once a month, automatically. ATTORNEY will receive a receipt each time ATTORNEY’s card is charged.

BAR DIGITAL Will Perform the Following Services:

1. Assist ATTORNEY in building his/her initial newsletter email list.
2. Prepare a custom opt-in landing page to invite ATTORNEY’s presumptive subscribers to opt-in to ATTORNEY’s newsletter.

3. Invite ATTORNEY's presumptive subscribers to opt-in.
4. Prepare custom ATTORNEY welcome email to automatically send to all new opt-in's.
5. Each month, send ATTORNEY email requests for content to include in ATTORNEY's newsletter draft.
6. Each month, prepare one draft newsletter for ATTORNEY review & edits. This draft will consist of custom content from ATTORNEY and prepared content about ATTORNEY's practice area. Each newsletter will be between 100-550 words long (the shorter the better – shorter newsletters are more effective).
7. Each month, send ATTORNEY several requests for new potential subscriber information to continuously add people to ATTORNEY's list.
8. Each month, after ATTORNEY has given his/her approval, BAR DIGITAL will send **ONE** newsletter to ATTORNEY's subscribers.
9. **BAR DIGITAL WILL NOT SEND OUT** any communications on behalf of ATTORNEY without ATTORNEY's prior review, approval, and/or significant opportunity to review and/or approve such communications.

ATTORNEY's Obligations

1. ATTORNEY will assist BAR DIGITAL in building his/her initial email list to the best of ATTORNEY's ability.
2. ATTORNEY agrees to review, address, and respond to all communications from BAR DIGITAL as soon as practical. This includes:
 - Newsletter drafts,
 - Content requests,
 - New subscriber requests,
 - Invitation drafts,
 - Any failed payment issues, and
 - Any other communications.
3. ATTORNEY agrees to indemnify, defend, and hold BAR DIGITAL, any related companies, suppliers, partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to the newsletters and other content BAR DIGITAL produces and sends on ATTORNEY's behalf.

Other Important Terms

Review of Agreement – ATTORNEY warrants that he/she has read this Agreement, has consulted counsel regarding this agreement or voluntarily chosen not to do so, that the party understands the Agreement and knowingly enters into it.

Waiver – If any party to this Agreement waives a breach of one of the provisions of this Agreement by any other party, that waiver shall neither operate nor be constructed as a waiver of any subsequent similar breach of any provision hereof.

Entire Agreement – This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties hereto. Any modification or amendment to this Agreement must be in writing, signed and dated by all Parties, and must explicitly state that it is intended to be an amendment to or modification of this Agreement.

No Guarantee– BAR DIGITAL does not guarantee a certain level of success. BAR DIGITAL makes no promises or guarantees that its services will lead to a satisfactory amount of referrals or financial return. Every attorney and referral network is different and results vary.

Law & Venue – In all respects this Agreement shall be interpreted, enforced and governed under the laws of California. ATTORNEY agrees that any legal action against BAR DIGITAL shall be venued in Orange County, California.

Effective Date – This agreement becomes effective on the date ATTORNEY signs it.

Contract Version: Last Updated 11/12/18