



## Marketing Services Agreement

Business Name:

Mid Ohio ESC  
Mid Ohio Conference Ctr  
Mid Ohio Print Shop

Contact Name:

Kevin Kimmel

### Client Billing Information:

Billing Account Number: \_\_\_\_\_

Billing Telephone Number: 419-774-2513

Billing Account Name: Mid Ohio

Billing Address: \_\_\_\_\_

Print Products			
PRODUCT NAME	PRODUCT CODE	ISSUE DATE	MONTHLY BILLING

Digital Products			
PRODUCT NAME	PRODUCT CODE	TERM LENGTH	MONTHLY BILLING
Facebook Basic (3 Pack)	FBB	8/22/19-	\$399
2 Post per week		10/31/19	
Reputation Management	RPM	8/22/19-	\$297
		10/31/19	

Total Upfront Investment

Total Monthly Investment

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

Marketing Consultant:

Ph: 419-282-2905 Email: [Paig@JPBprofessionalmarketing.com](mailto:Paig@JPBprofessionalmarketing.com)

THE PERSON SIGNING ON BEHALF OF ADVERTISER OR ORALLY AUTHORIZING THE ADS AND SERVICES (i) CERTIFIES THAT HE OR SHE IS EITHER THE ADVERTISER OR IS AUTHORIZED BY THE ADVERTISER TO SIGN OR ORALLY AUTHORIZE THIS AGREEMENT, AND (ii) ACKNOWLEDGES AND AGREES THAT HE OR SHE READ, UNDERSTANDS AND AGREES TO THE TERMS AND CONDITIONS THAT ARE A PART OF THIS AGREEMENT. BY SIGNING ABOVE, YOU ACKNOWLEDGE THAT YOU HAVE REQUESTED THE CHANGES TO YOUR ADVERTISING PROGRAM DESCRIBED IN THIS AGREEMENT AND YOU AGREE TO ALL SUCH MODIFICATIONS.

# JPB Terms and Conditions

"You" or "Advertiser" means the individual or business entity listed above. "We," "us" and "our" means JPB Professional Marketing that provide your products and/or services. "Print Ads" means advertising in our print products, including but not limited to being replicated in print, online or other media, but does not include Listings (together, "Publications"). "Digital Ads and/or Services" means advertising or services on various digital media, including, but not limited to all digital products in our product suite, consisting of websites we own and third party websites, wireless platforms, mobile platforms, and other applications for which we have agreements from time to time (collectively our "Digital Platform"). including, but not limited to, the listed name, address, telephone number, and, if available, heading assigned at the time of initiation of contract for service.

"Product" or "Products" mean Print Ads, Listings, and Digital Ads and/or Services. You agree that this Marketing Services Agreement and any additional terms and conditions ("Additional Terms") that we publish on the websites described in the next sentence and that are in effect on the Agreement Date or that are included in any pre-printed addenda we provide (together, the "Agreement") apply to the Products listed in the order section above. These terms and conditions also are available upon request. You are responsible for reviewing these terms and conditions and the Additional Terms.

**1. Order.** By signing Above/Below or by recorded oral agreement (herein so called), you authorize us to publish the Products listed in this Agreement in the applicable Publications and/or Digital Platforms. You also authorize us to act as your agent to request from your local telephone carrier or current marketing companies any Listing changes or Digital platform Logins and passwords that you need to provide to us by The "Agreement Date" is the date you sign this Agreement or orally consent. also it is your responsibility to insure JPB has access to Digital Logins and Passwords through the entire term of this agreement.

**2. Notices/How to Contact Us.** All notices, including termination notices to us, must be in writing and mailed by U.S. mail or overnight carrier to: **JPB Professional Marketing at 819 Shelaire Dr. Mansfield Ohio 44903** Cancellation notices must include your business name, telephone number, and address. For questions about this Agreement or your advertising, please call: **JPB Professional Marketing At (419)282-2905.**

**3. Term.** Subject to automatic renewal as described in Section 4 and unless otherwise provided in the Additional Terms, (i) the initial term for a Print Ad is the period we provide such product, and (ii) the initial term for Digital Ads and/or Services is 12 months or such other period as is set forth in the order section of this Agreement. We typically provide a contract for Print Ads for 12 months (the "Issue Period") for each directory issue; however, you agree that we may, at any time and without notice to you, increase or decrease the Issue Period of a Print Ad by up to six months.

**4. Revision/Cancellation/Automatic Renewal.** You may revise or cancel the request for Products only by written notice that is received by us (i) for Print Ads in Publications (except for limited inventory items), by the later of the close date or three business days after the Agreement Date, (ii) for limited inventory items in Publications, within three business days after the Agreement Date; and (iii) for Digital Ads and/or Services, within 21 days after the Agreement Date. We may cancel your Products without notice at any time for any reason. We will attempt to contact you regarding the renewal of your Print Ads. If we send a renewal notice to you either by mail or email regarding your Print Ads for the next issue of a publication and we do not receive a written cancellation notice from you by the close date, we may automatically renew your Print Ads, except for limited inventory items (Section 17), in the next subsequent issue. You are responsible for obtaining a Publication close date by calling JPB Professional Marketing at (419) 282-2905. We may automatically renew your Digital Ads and/or Services for successive Terms after the end of the initial term unless we receive written cancellation notice at least 30 days before the end of the current Term of your Digital Ads and/or Services. You agree that the then current undiscounted rates and terms and conditions will apply to automatically renewed Products. In the event this contract is renewed, you will not be charged an additional set-up fee related to your Product Bundles.

**5. Transfer/Sale** In the event the client sells his/her business. All liabilities transfer to the buyer by operation of law, wanted or not. However, the buyer can contractually allocate liabilities to the seller by selling them back, although this contract will remain in force.

**6. Charges/Billing.** You agree to pay the monthly rates identified in this Agreement for the period we provide the Products (and for subsequent terms, the then current undiscounted rates). You also agree to pay any one-time charges listed on this Agreement and any taxes due on your Products. If an Issue Period is increased or decreased, charges for a Print Ad will continue or stop accordingly. We may start billing before we publish, distribute, or provide Products, and monthly billing for Print Ads may continue after we distribute the next issue.

**7. Payment Terms.** You agree to pay all charges in full by the due date. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Products. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you pay by credit card, we will bill the card automatically at the start of each billing period.

**7.B Late Charges.** We will assess, and you agree to pay, late charges on account balances not paid by the due date (including balances accelerated under Section 8). Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

**8. Our Remedies.** If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Products for the entire term of this Agreement; (ii) remove your Print Ads from any Publication that has not published; (iii) remove, suspend, or modify your Digital Ads and/or Services; (iv) suspend or terminate any Product without liability; (v) recover all collection costs and attorneys' fees; (vi) redirect to another company possibly a competitor or permanently or temporarily disconnect the unique content appearing in your Products; and (vii) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or reject the Products until you have resolved the dispute with the other party to our satisfaction.

**9. Limitation of Liability/Disclaimers.** You agree to review the Products immediately after their publication or provision and to notify us in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Products omitted. You agree that we may provide free advertising pursuant to our then-current policies instead of a refund or credit to your account, and that we will have no liability with respect to any Listings or Products provided to you at no cost. The total aggregate liability for us and our affiliates for errors in or omission of Products, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (a) the amount by which the value of the Product(s) was/were diminished or (b) the amount you have paid for the Product(s) giving rise to the liability (the "Liability Cap"). We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, we do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement, including without limitation the number of responses to your Products, the number of persons who will view your Products, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Products, headings, or categories.



10. **Products/Publication/Distribution.** We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in our Publications and our Digital Platforms, and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of the Products at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Product. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. We may change each name, street address, Internet address, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Product is published. We may publish the Products of any other advertiser at any time and at any location in our Publications and in our Digital Platforms. We may redirect calls arising from Products of other advertisers to you in our discretion.

11. **Product Bundles/Custom Solutions/Market Buys.** Notwithstanding anything else to the contrary in this Agreement, if you are sold two or more products that comprise a Product Bundle and that Product Bundle is priced as a bundle and not as individual products, you remain responsible for the payment of the full price of the bundle in question per the pricing terms of the bundle, even if you decide not to use any one or more of such products in the bundle, or if you fail to provide content or anything else necessary to permit one or more products in the bundle to perform as described. In addition, if you purchase a Custom Solution and make a change to any item in the Custom Solution, pricing may change. Once any item in a Custom Solution or Product Bundle has published, no changes to the Custom Solution or Product Bundles are permitted. Market Buy program purchases only include complementary advertising that publishes in appropriate corresponding products as described in the order section. Solution Savings and Product Credits include any discounts you receive related to incentives or claims

12. **Indemnification.** You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws (c) any act, omission or fault of you or your employees, agents or contractors in connection with the Products; (d) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication through your Products or your collection or use of any information obtained through your Products or our Digital Platform; (f) any breach of any applicable export control laws; (g) any transactions initiated through your Products and any payment processing services. You will continue to be obligated by this Section even after the termination of this Agreement.

13. **Product Placement.** Except for Products we designate as limited inventory advertising, we do not guarantee the placement or position of any Product (or the Product of any other advertiser) on or within any Publication, the Digital Platforms or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Product.

14. **Client Content.** "Client Content" means content you, or any person(s) using your password, supplies to us, posts, or asks us to use in your Products. You grant us a perpetual, royalty-free, sub-licensable, non-exclusive right and license to use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content in, and for the marketing and sale of, our products and services. If you purchase from JPB Professional Marketing LLC, You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your Products.

15. **Our Rights in Advertising Content/Copyright/Trademarks.** If we create or supply any content for your Products or design your Products, the content and the Products we create are our sole and exclusive property, except for Client Content and content we license from a third party. We may supply such content to other Clients. You agree that you have no right to use that content or the advertising developed with that content in other advertising or materials or in any other way, or to permit others to use the advertising or content. You agree that we own the copyright in, and all copyrighted portions of, each Publication and Digital Platform. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates, including, without limitation, the trademarks or content in any form of JPB MARKETINGS Media unless permission is granted by us in writing.

16. **Client's Representations.** You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your Products will comply with all applicable laws, orders, codes, regulations and requirements ("Laws"), and you and any individuals listed in your Products have all required licenses to provide the goods and services advertised in all jurisdictions where the Products appear; (iii) you have not made any false or misleading claims in any Product; (iv) in the event you use third-party social media logos or other branding in your advertisement(s), you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, the Products, or our Digital Platform for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by signing this Agreement and requesting us to publish any Product; and (viii) you are or represent the business related to the Products listed above ("Client Representations"). You will notify us immediately if any of the above becomes inaccurate.

17. **Limited Inventory Items.** If your Print Ad published in our print directory is designated as a limited inventory item that is offered in the next issue of the same directory, you will have right of first refusal for that same item of advertising in the next issue of the same directory if you: (i) sign a new Agreement to renew the Print Ad at the then current rate prior to the renewal due date we specify; and (ii) have paid all amounts due under this Agreement as of that renewal date. If you do not meet these requirements or if you cancel the limited inventory item, we may immediately offer the advertising item to other interested parties. You may not assign, sell or transfer the right of first refusal granted in this Section.

18. **Proofs.** We will make a reasonable effort to provide you with proofs; however, we do not guarantee that you will receive proofs of your Products. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the deadline we set. Otherwise, we will publish the Products as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences.

19. **Governing Law and Jurisdiction.** You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, Ohio law without reference to the laws relating to conflicts of laws. Exclusive venue and jurisdiction for all claims and disputes regarding this Agreement shall be in the state and federal courts located in the state of Ohio.

20. **REPRESENTATIONS REGARDING CLIENT PROVIDED CONTENT** You have and/or will submit to us and our affiliates certain photos or other images, video footage, logos, text and/or artwork (all such items, whether in a single submission or multiple submissions being referred to herein as the Content) To include in your products and/or to be used in connection with a product or service we provide you. As additional Client Representations you represent and warrant that:

1. The Content was created by you or your employees and you have the unrestricted right and authority to use the Content in any media or medium and in any Product, in the way it is used in such Product, media or medium and to give us the rights granted in the Agreement, or the Content was created by a third party who has given you written permission to use the Content in your Product, media or medium and to give us the rights granted in the Agreement; and
2. If the Content includes the name or a photo or other image or likeness of a person or persons, you have obtained from each such person (or from the parent or lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, or other image or likeness in the manner contemplated by, and to grant us the rights granted under this Agreement. You acknowledge that each submission of Content that you make to us or our affiliates, be it offline or online, is made subject to these representations.

21. **Entire Agreement.** This Agreement, including any info lines identified on this Agreement, constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Products. In the event of a conflict between the terms of this Marketing Services Agreement and any applicable Additional Terms, the terms of this Marketing Services Agreement shall prevail. In the event of a conflict between the terms of any pre-printed addenda and (i) this Marketing Services Agreement, and/or (ii) any applicable Additional Terms, the terms of the pre-printed addenda shall prevail. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. **Neither you nor any JPB Professional Marketing LLC. employee or agent is authorized to change or add to this Agreement or any other documents that are part of this Agreement in any way, and any purported change or addition, whether oral or written, is void.**

22. **Confidentiality.** Each party agrees to preserve the confidentiality of all the terms of the Agreement, including all financial provisions, and any information it has received from the other party in the performance of the Agreement which is not publicly available. The parties acknowledge that during the course of the Agreement, a party ("Confidant") may acquire or otherwise gain access to the other's ("Discloser") proprietary or confidential information (collectively, such entity's "Confidential Information"). Confidential Information shall not include any information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully received from a third party in good faith on a non-confidential basis and not derived directly or indirectly from any breach of a confidentiality obligation, (iii) independently developed by the Confidant without use of Discloser's Confidential Information as evidenced by such party's written records or (iv) disclosed pursuant to the receipt by the Confidant of written permission from the Discloser to disclose.

23. **Miscellaneous.** This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. You agree that your acceptance of this Agreement, given electronically, will have the same legal effect as if this Agreement had been personally signed in writing by you. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

24. **Contact by Us.** Following the execution of this agreement, we have the right to correspond with you via email. This includes, but is not limited to, terms and conditions, confirmation copies, proofs, communications, and renewal and unable to contact notices. To opt out of the email communication process, contact Client Care at (419)282-2905. You agree that we may also contact you regarding your Products, or offers to provide Products, whether by live telephone, recorded message, U.S. mail or other mail, or facsimile. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded (including Recorded Oral Agreements).