

# *Sharon Scott & Associates*

Medical Record Review, Research & Expert Location Services

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*Serving Plaintiff and Defense Attorneys Nationwide Since 1993*

## **Customized LNC-to-Attorney Newsletter License and Distribution Agreement *Privileged Communication***

Sharon Scott & Associates agrees to provide you on a regular basis with a customized LNC-to-attorney newsletter. You will be given exclusive marketing rights to a specific marketing area as per our discussion and this agreement. A distribution area usually includes a population base of about 1,000,000 people. Martindale.com may be consulted to make sure there are at least 150 personal injury attorneys in your marketing area. If you wish to have an area that includes more than 200 attorneys, an additional distribution may be purchased at a 50% discount. **After the first year, you may request, in writing, to increase your distribution area. There will not be an additional fee for a similarly sized area, but this will require signing another one year agreement.** You may not use the newsletters outside of this area without written permission, including distributing them at a conference if exhibiting, unless ONLY attorneys from your marketing area are attending. We reserve the right to create other newsletters to market in a given area, but any such products will be different in appearance and content.

You, in turn, agree to:

1. Pay \$100/issue for a limited distribution area + a \$30 set-up charge to customize your LNC-to-Attorney newsletter. The setup fee may be waived for certain promotions. Payment is due **before** each newsletter is sent. We reserve the right to increase this fee by giving a 30 day written notice after the initial year ends.
2. Receive your **first newsletter issue (meaning receiving final hard copy or PDF file) within 60 days** of the date of this agreement. If this does not occur, your deposit and right to use the newsletter in your local marketing area will be forfeited.
3. Print and mail the customized newsletters as planned and on schedule. You are not allowed to skip issues.
4. Use the newsletters for **a period of one year**. This means you agree to send out a minimum of 4 newsletters. After this time you can cancel at any time with a 30 day written notice.
5. Be responsible for the rest of the year's payments if you cancel within the first year for any reason.
6. Give notice 30 days prior to your next newsletter if you wish to decrease the frequency of your newsletter, i.e. changing from monthly to bimonthly or bimonthly to quarterly.
7. Return phone, mail or email messages within 14 days. E-mail will be used most often, so email should be check at least weekly.
8. Respond to changes to the faxed proof and make payment by check or credit card (via Paypal) within 21 days of receipt to allow time for mailing by the end of the month, prior to when the newsletter is due.
9. Pay a \$30 customization charge if not cancelled before your newsletter proof has been customized.
10. Pay an additional \$30 customization charge for additional changes to the customized areas unless considered a minor change. This includes changes in or adding a logo. Minor changes include: change of address, phone numbers, e-mail.

11. **Proofread all newsletters** sent to you (includes proofs **AND** final copy sent) prior to printing. Sharon Scott and Associates assumed no liability for failure to do so before printing.
12. In the event that legal action becomes necessary to enforce the terms of this agreement, the prevailing party will be entitled to recovery of reasonable attorney's fees and court costs. By signing this agreement, you are consenting to the jurisdiction of the New Mexico Courts, including New Mexico Small Claims Courts. New Mexico law shall apply.

The invoice will be sent with the newsletter proof. If payment is not received within 30 days of invoice date, interest will accrue at 1.5%/mo. Sharon Scott & Associates reserves the right to cancel your distribution license if payments are late more than twice.

**Please return this entire agreement along with a check for \$130 (\$100 for first issue + \$30 setup, unless signing up during a promotion) to reserve your marketing area.** I will sign the agreement and mail or fax back with your first proof and paid invoice. **Also include your letterhead/envelop and/or business card in order to customize your newsletter. If you have a logo or picture you wish to include please send as an attachment if possible.** If you do not have it available in this format, I will try to scan it into the newsletter. In some cases, due to the detail in some logos, we are not able to scan them well. In this case we will either leave part of the masthead blank for you to cut and paste your logo onto the newsletter before copying or design a textbox with your contact information.

We look forward to working with you.

Very Truly Yours,

*Sharon A. Scott*

Agreed as of the date below:

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Signature

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Printed Name

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Date

Please indicate for our records the **marketing area** we discussed and \_\_\_\_\_

Would you like the newsletters **monthly, every other month or quarterly** (This frequency can be changed with 30 days notice) \_\_\_\_\_

If logo is in color, please indicate if you would be printing them in black and white or color. \_\_\_\_\_

What month would you like to start? \_\_\_\_\_

Do you prefer a final copy be mailed or to receive as a PDF? \_\_\_\_\_

Initial here that you have read the FAQs on our website. \_\_\_\_\_