



KDA & Tiehs
 5875 Peachtree Industrial Blvd, Ste 160
 Norcross, GA 30092
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NEWSLETTER AGREEMENT

Date: 1/1/2019

Community: DoubleGate Homeowner's Association.

Location: Johns Creek, GA 30022.

Publication type: Exclusive right to publish the resident newsletter for all residents of the above Community.

Quantity: *Approximately 350 members of* 427 newsletters Marketing Mail to residents (+ 10 extras) *Distribution could vary per issue*

First delivery: Mar (Date TBD), 2019 with Community's approval to print. *Target end of May*

Publishing Schedule: Every other month (Jan, Mar, May Jul, Sep, Nov)

Term: Agreement is for 1 year from the date signed and automatically renews upon expiration unless cancelled by a 60-day written notice by either party.

Mailing: No cost via USPS Marketing Mail

Extras Delivery: UPS/USPS to one address at cost. Mail via USPS Pick up at our Norcross office (no charge).

Additional Costs: Layout – 12 page limit at no cost. Pages that exceed this limit cost \$35/page.

Printing – No charge up to an including the page limit. For all pages that exceed the page limit the cost is 22¢ per 8.5x11 single side.

Content due date: Date TBD of each month shown under Term.

Proofing due date: Within 2 days of proof receipt.

KDA Communications, LLC dba KDA & Tiehs <i>Andrew Aloisio</i> Andrew Aloisio President <i>Andy</i> <i>2/18</i>	DoubleGate By: <i>Colleen J Curran</i> Title: <i>Newsletter Chair - DoubleGateHOA</i> Signature date: <i>3/8/2019</i>
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The above is subject to the terms and conditions on the reverse.

KDA&Tiehs is looking forward to working with your community and we want to exceed your expectations. Please forward your preferred vender or provider list to us so we can contact them to advertise. Also, resident businesses that purchase a display ad will receive a discount in this publication. Thank you.

This agreement is between KDA Communications, LLC, a Georgia corporation, dba KDA&Tiehs, of 5875 Peachtree Industrial Blvd, Suite 160, Norcross Georgia 30092 (hereinafter, "Publisher") and the community listed on the reverse side (hereinafter, "Community").

WHEREAS, the Publisher is in the business of publishing and promoting a residential newsletter product known as "KDA&Tlehs Newsletter™"; and, WHEREAS the Community is desirous of contracting with the Publisher for the printing of one or more editions of the KDA&Tlehs Newsletter™ respecting the Community, and for the delivery of same to the Community for distribution to its member homeowners; and, WHEREAS the Parties agree to be bound in accordance with the terms contained and set forth herein below and on page 1 of this agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it mutually is agreed as follows:

1. **Mutual Promises to Deliver.** If Community's failure to provide content causes a delivery delay of more than 30 days, Publisher has the immediate right to cancel this agreement at it's sole discretion.
2. **Promotion of Use of Sponsors by Residents.** Community understands the importance of sponsor advertising, and therefore allows the inclusion of associated promotional statements on behalf of the sponsors in the Community's regularly scheduled newsletter.
3. **Cancellation:** A 60-day written notice by either party is required prior to cancellation.
4. **Limitation on liability.** The Community agrees that its sole remedy for any error(s), in Tlehs Newsletter, including, but not limited to, mistakes, misprints, and/or typographical errors on the Publisher's part, shall be the Publisher's correction, retraction, or withdrawal of such erroneous information, as may be deemed appropriate in the Publisher's sole discretion, in the next regular edition of Tlehs Newsletter for the Community.
5. **Confidential information.** The Publisher shall exercise at least the same standard of care to prevent disclosure of the Confidential Information disclosed pursuant to this Agreement as it exercises to prevent the disclosure of its own Confidential Information. The Publisher shall limit dissemination of such Confidential Information to those persons within its organization and to such of its contractors who need-to-know such information in order to comply with this Agreement or to comply with other obligations of the Publisher to the Community. Publisher further warrants that it will not sell, release or otherwise surrender control of Confidential Information to a third-party.
6. **Community's Authority.** The Community, through its signatory agent on page 1, represents and warrants that it possesses the right to enter into this agreement on behalf of the Community, its governing body, and that Community has the rights to any and all content given to Publisher for inclusion in Community's newsletter. The Community hereby releases, discharges, and indemnifies Publisher from any and all claims, liability, actions, attorney fees, and/or damages, without limitation, arising out of breach of this paragraph.
7. **Copyrights and Trademarks.** The Community acknowledges that Tlehs Newsletter™ is a copyrighted publication of KDA Communications, LLC which also owns all related trademarks. The Community further acknowledges that Newsletters may contain materials which are copyrighted and/or trademarked by its respective advertisers. The Community acknowledges that it has no right or ownership in any such copyrights and/or trademarks and that it shall take no action, nor allow any action to be taken, which would be contrary to the rights specified herein.
8. **Severability.** The invalidity of any provision of this Agreement shall not adversely affect the remaining provisions therein; rather, each provision shall be distinct and severable.
9. **Choice of Law.** This Agreement shall be governed by the laws of the State of Georgia.
10. **Additional Community Acknowledgments.** The Community's signatory agent hereby acknowledges that he/she has read this Agreement and that he/she has not relied upon any statements, promises, or representations not contained herein. The Community's signatory agent hereby acknowledges receipt of a duly executed copy of this Agreement.