

To accept this agreement, please complete all fields and return entire contract to Top Shelf Design via fax at (202) 595-9161.

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between Top Shelf Design, LLC (“Top Shelf Design”) and \_\_\_\_\_ (hereinafter referred to as “Client”).

**1. CLIENT INFORMATION**

Client Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Should Client wish Top Shelf Design, LLC to add a sign-up form to Client’s website, please enter FTP information for the site:

Website: \_\_\_\_\_

FTP Server: \_\_\_\_\_

FTP Login: \_\_\_\_\_

FTP Password: \_\_\_\_\_

**2. TOP SHELF DESIGN, LLC’S RESPONSIBILITIES**

Top Shelf Design, LLC, an Authorized Agency of Broadwick, Inc., will provide access to Intellicontact (hereinafter “Software”), email marketing and list management software. If desired, Top Shelf Design, LLC, will install a sign-up form on Client’s website (at an additional charge), assuming proper FTP login information has been provided. Top Shelf Design, LLC will not use customer lists for any purpose other than those specified in its email marketing promotional materials, and specifically will not use any names or email addresses for its own purposes or to promote itself or its activities. Top Shelf Design, LLC will provide custom template design services and campaign coordination services as requested by the Client at an additional charge (see below).

**3. PRICING:**

Fees for Services: Client will be charged a base rate of **\$10 per month**, and will be charged per thousand emails sent. The price per thousand emails agreed upon by both parties is **\$25.00 (\$0.025 per sent message)**. Said fees will be calculated and paid on a per send basis and charged automatically to Client’s credit card. Top Shelf Design, LLC reserves the right to review, modify or change our pricing at any time and without regard, limitation or restriction by reseller or to this agreement or any terms contained within. Client’s credit card will be charged on or after the 1<sup>st</sup> of each month for activity during the previous month, including the monthly fee, charges per email sent, and additional services used in the prior month. Client’s credit card will be charged a prorated rate for the first month.

**4. ACCEPTANCE AND TERMINATION OF AGREEMENT:**

Acceptance and Termination of Agreement: This agreement will begin upon Client acceptance of this Agreement. This Agreement shall have an initial term of 12 months from the date hereof, and shall be automatically renewed on a yearly basis thereafter, unless either party upon thirty-(30)-days written notice to the other party terminates the relationship without cause. In the case of termination neither party shall be liable to the other because of such termination or non-renewal. Notwithstanding termination or non-renewal, the agreement shall be binding for a period of one year.

### **Additional Services**

- Sign-in form installation
  - Installation of an e-mail “sign-up” form on your website.
    - For websites not hosted with Top Shelf Design, LLC FTP access to your website will be required. This information can be easily obtained from your hosting company. No further web design services are included.
  - Pricing: **\$25 per form**
  
- Template Design
  - Create an e-mail template with your company’s specific look and feel
  - Maintain consistency with your branding and marketing plan
  - Optimized to look great in Outlook and other popular e-mail programs
  - Pricing: **\$285 each**
  
- Complete E-Marketing Coordination
  - Top Shelf Design, LLC will utilize client-provided text and the desired template to create a professional e-mail blast or newsletter.
  - Receive a preview e-mail prior to the campaign launch
  - Top Shelf Design, LLC will schedule the exact date and time for the campaign launch
  - Detailed tracking statistics available
  - Pricing: **\$50 per e-mail blast**  
**2.5¢ per individual e-mail message sent**

**5. DISCLAIMER OF WARRANTY:**

Top Shelf Design, LLC shall make no claims, representations or warranties to its customers as to performance or deliverability regarding its IntelliContact software. Top Shelf Design, LLC is not responsible or liable for any downtime or failure of performance or slowdown in deliverability that may occur from time to time due to weather, local or regional utility outages, or other non-controllable circumstances.

**6. LIMITATION OF LIABILITY**

Top Shelf Design, LLC shall not be liable for any losses of profits, loss of business or goodwill, loss of data or use of data, interruption of business, nor for direct, special, incidental, or consequential damages of any kind however caused. Client, in no event, will hold Top Shelf Design, LLC liable under or arising out of this agreement.

**7. FULL AGREEMENT**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and superseded all previous proposals, oral or written, and all negotiations, conversations of discussion heretofore and between the parties related to this Agreement. Each party acknowledges that it has not been induced to enter into this Agreement by any representation or statements, oral or written, not expressly contained herein.

**8. AUTHORITY TO EXECUTE**

The undersigned individuals represent and warrant that they are expressly and duly authorized by their respective entities or agencies to execute this contract and to legally bind their respective entities or agencies as set forth in this contract.

**9. NO THIRD PARTY BENEFICIARY**

This contract shall not and is not intended to benefit nor to grant any right or remedy to any person or entity that it not a party to this contract.

**10. NOTICES**

All notices shall be sent by the most expeditious means available including, but not limited to facsimile, overnight courier, or certified or registered mail to the addresses set forth below the signatures. Any such notice shall be deemed delivered when received.

IN WITNESS WHEREOF, a duly authorized representative of each entity has affixed his or her signature below for or on behalf of the respective parties to this contract, intending to bind and obligate each respective party hereto as to all the terms and conditions set forth herein.

Top Shelf Design, LLC  
1001 Pennsylvania Avenue, NW  
Suite 600  
Washington, DC 20004  
Facsimile: (202)595-9161

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Kathryn Kiel, Member

Client Name: \_\_\_\_\_

Client's Street Address: \_\_\_\_\_

Client's City, State & Zip \_\_\_\_\_

Client's Fax \_\_\_\_\_

I agree to the terms of this Agreement. I authorize Top Shelf Design, LLC to make charges to my credit card listed below.

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

Name of person signing: \_\_\_\_\_

**Credit Card Information**

Supported Card Types:  

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Card Code: \_\_\_\_\_

Name and Billing Information associated with card (if different from above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Phone No. / ext.: \_\_\_\_\_ Fax No.: \_\_\_\_\_