

VALPAK BLUE ENVELOPE PARTICIPATION AGREEMENT

ADDITIONAL TERMS AND CONDITIONS

The Following Terms and Conditions Apply to this Agreement:

Advertiser authorizes Valpak to distribute the literature or coupons specified in the agreement. Valpak agrees to provide assistance in planning and preparation of rough copy. It is the sole responsibility of Valpak to provide the following: proof, printing, insertion, addressing, envelopes and mailing for the distribution noted on the reverse side of this agreement. The advertiser further agrees to honor each coupon that is presented to Advertiser by a recipient of the Valpak mailing in accordance with the terms or limitations printed on the coupon.

- **Interest:** Advertiser agrees to pay interest on all amounts past due at the rate of one and one-half percent (1 1/2%) per month, or an annual rate of eighteen percent (18%).
- **NSF Checks:** A \$25.00 fee will be assessed on all non-sufficient funds checks.
- **Cancellation by Advertiser:** Cancellation of an order with proof (art) prior to final order of mail date will be subject to an additional charge of \$75.00. Due to limited inventory, the following categories must provide a 30-day cancellation (from mail date): HVAC and Carpet Cleaning. If an order is cancelled within 30 days of the mail date, the client is responsible for 100% of the mailing job total.
- **Cancellation by Valpak:** Valpak reserves the right to cancel this Agreement at any time should Advertiser fail to pay timely any amounts owing hereunder, or if Valpak in its discretion determines that Advertiser has become insolvent or otherwise unable to perform any provision of the agreement, or if Advertiser fails to fulfill any of its obligations under this Agreement.
- **“Print & Hold” Orders:** Advertiser understands and agrees that the second month of a “Print & Hold” order cannot be cancelled after a print order has been placed. Should Advertiser decide not to mail the second month of a “Print & Hold” order for any reason, Advertiser will be responsible for a fee of 45% of the "Hold" portion job total.
- **Intermarket Sales:** Intermarket sales are subject to rules and policies of the mailing Valpak franchise.
- **Copy and Proofs:** Advertiser agrees to supply Valpak with rough copy and desired artwork before deadline to receive a proof. Valpak provides one proof, time permitting. Additional proofs cost \$15/proof. The Advertiser assumes responsibility for all errors in the copy proofread by the Advertiser where the advertisement printed corresponds to the approved proof. In the event Valpak is supplied rough copy and/or artwork after proof deadline, Advertiser understands and agrees that no proof will be provided. In the event that Advertiser is unavailable to check and/or release proof by proof deadline and has left no authorized person to release proof, Advertiser understands that Valpak is authorized to release such proof where the content corresponds with rough copy submitted to Valpak, or with changes made to rough copy if such were made known to Valpak.
- **No Warranty:** Valpak makes no warranties, express or implied, with respect to the service and product supplied hereby.
- **Product Liability:** It is the responsibility of Advertiser to insure against any product liability, negligence, or other claims arising out of the use or misuse of Advertiser’s products or services. Advertiser agrees to indemnify, defend, and hold harmless Valpak and its employees, agents, and contractors from any and all such claims.
- **Valpak Liability:** Valpak’s liability hereunder shall not exceed an amount equal to the total consideration actually paid hereunder by the advertiser to Valpak. This contract contains the entire agreement of both parties, in regards to the Valpak Blue Envelope Co-Op mail product, no other promises or conditions in any other agreement whether oral or written apply.
- **Postal Increase:** Rates subject to change in the event of a postal increase or change in state tax laws.
- **Legal Proceedings:** In the event of suit to enforce any rights under this agreement, Advertiser agrees that a venue for such suit will lie exclusively in a court of appropriate jurisdiction in the county and precinct in which Valpak’s principal place of business is located, as shown on this participation agreement.
- **Representation and Warranties – Indemnification:** Advertiser hereby represents and warrants to Valpak, Valpak Direct Marketing Systems, Inc. (“VPDMS”) and its subsidiaries and affiliates (the “Indemnitees”) that neither the distribution of its advertisements via hardcopy or digital format in any manner whatsoever under this Agreement, nor any effects therefrom or incident thereto will, as a result of any of the Advertiser’s acts, or any of Valpak’s on the Advertiser’s behalf hereunder, violate any State, Federal or local law, rule or regulation pertaining to, but not limited to, postal requirements, misrepresentation, libel, trade libel, unfair competition, deceptive business practices, fulfillment, copyrights, trademarks, patents, invasion of privacy, misbranding, labeling, safety, or any other cause. In the event VPDMS receives notice which contests Advertiser’s right to display a name, trademark, service mark, copyright or other content, VPDMS may discontinue providing advertising services to Advertiser without liability to Advertiser until such time that Advertiser has resolved that dispute with the other party to VPDMS’s satisfaction. The Advertiser shall indemnify and hold the Indemnitees harmless against any loss, and against any claims, suits, costs or expenses, including reasonable attorney’s fees, of any kind whatsoever, incurred by the Indemnitees as a result of the Advertiser’s breach of the representations and warranties contained in this paragraph or otherwise incurred by the Indemnitees in connection with the printing and/or mailing of Advertiser’s advertisement. It is the responsibility of the Advertiser to insure his product or service from product liability and Advertiser agrees to hold the Indemnitees harmless from any product liability claims and any other claims arising from the use or misuse of such products.



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