

## Contractual Agreement

This **Agreement** is made and entered into effective the **10<sup>th</sup> day of January, 2005** by and between **Sample Company** with principle address at 4512 Old Salem Rd., Englewood, OH 45322 (hereinafter "Company") and the **Cincinnati Bar Association** ("Association"), with principle address at 225 East Sixth Street, 2<sup>nd</sup> Floor, Cincinnati, Ohio 45202 and is entered into under the following circumstances:

- a. The Association is an organization whose members are legal professionals ("Members").

The Company sells coaching and consulting services to attorneys.

- b. The Association has agreed to recommend to Members the Sample Company
- c. The Company has agreed to pay a rebate to the Association based on sales by the Company to the Association and Members.

### I. Term and Termination.

- a. **Initial Term and Renewal Terms.** This Agreement shall continue for a term of one (1) year. The Company or Association may give 60 days written notice of termination at any time.
- b. **Effect of Termination.** Effective upon the date of termination of this Agreement (including the expiration of the term of this Agreement), the Company shall immediately cease making any reference to the Association or to the Association's recommendation and shall cease use of all Association database information.

### II. Obligations of the Parties. The parties to this agreement shall have the following obligations to each other during the term of this agreement:

#### A. CBA Obligations

1. The Association will provide a free introductory article in the *CBA Report* magazine to introduce the Company to Association Members. Free listings will also be provided on the Association website (when available) and member benefit flyers. The Company may advertise, at preferred vendor rates, at the Company's expense in the *CBA Report* and Legal Directory and any other Association venues the Company determines are necessary above and beyond the advertising required by this Agreement.
2. In marketing and selling the **Sample Company** programs to the Members, the Company may represent that the Association has recommended the Company as the preferred provider.
3. The Association reserves the right to approve in advance all materials which will bear the name or logo of the Association and to impose reasonable limitations on any direct mailing to the Members of the Association.

4. The Association will provide to the Company a letter of introduction introducing the Company to its Members. The Association will provide database information of Member names and addresses to allow the Company, at its expense, to mail a copy of the letter and marketing brochure to all Members.
5. The Association will prepare a one-third insert to include in one CLE mailing to all CBA members and non-members.
6. The Association will provide three CBA e-newsletter announcements per year with a link to Company's website.
7. The Association will provide a link to Company's website on the CBA's website (when available).
8. The Association will include Company's name on all CBA preferred vendor listings provided to new CBA member applicants, listed in the CBA legal directory and CBA Report and used with CBA recruitment and dues renewal.
9. The Association will provide timely approval of all Company advertising and will twice a year; provide the Company, free of charge, the Member database mailing information, for the purpose of marketing the member benefit.
10. The Association will provide CBA membership verification to Company for purposes of granting CBA member discounts for Company's programs.
11. Neither the Association nor its Members are obligated to purchase products from the Company. The Association shall have no liability with respect to any obligations of its Members to pay for products sold by the Company to the Members.

## **B. Company Obligations**

1. Company shall place a minimum of \$1,700 of advertising in Association *CBA Report* and/or *CBA Legal Directory*, annually or on a pro rata basis as long as this agreement is in effect. Association will provide preferred vendor rates for such advertising.
2. The Company will provide the CBA with 25 copies per month of printed color handouts describing the Rapport Marketing<sup>®</sup> Coaching Programs available to CBA members. These color handouts will be inserted into new member packets.
3. The Company, in addition to the above, will provide written promotional copy for all programs to be available in the reception area at the CBA Center.
4. Provide any CBA member who purchases a Rapport Marketing<sup>®</sup> Coaching Program from the Company the published member discount rate.
5. In consideration for the recommendation by the Association, during and limited to the term of this agreement, the Company agrees to pay to the Association a rebate ("Rebate") equal to 2% of the current paid sales made by the Company to all Members. The Rebate will be paid quarterly. Each Rebate payment will be accompanied by a statement from the Company disclosing the current paid sales for the quarter and a

printout showing paid sales for each Member. For purposes of this Paragraph 5, "Paid Sales" means the gross paid sales realized by the Company on the sale by the Company of Programs to the Members, less any applicable sales tax, if any.

- C. Disputes.** Any controversy arising out of, or relating to, the Agreement or a breach, shall be settled by binding arbitration pursuant to the provisions of chapter 2711 of the Ohio Revised Code, or any successor chapter to that which sets forth a similar method of arbitrating disputes.
- D. Indemnification.** The Association shall have no liability or responsibility with respect to the Rapport Marketing<sup>®</sup> Coaching Programs and the sale of such Rapport Marketing<sup>®</sup> Coaching Programs by the Company to the Association's Members. The Company shall indemnify and hold the Association harmless from any claims, demands, suits, or judgments against the Association, and expenses (including reasonable attorneys' fees) relating thereto and arising out of any claim by a Member that the Rapport Marketing<sup>®</sup> Coaching Programs are defective or that the Company has otherwise breached any obligation it may have to such Member with respect to the sale and delivery of the Rapport Marketing<sup>®</sup> Coaching Programs by the Company to such Member.
- E. Confidentiality.** The parties agree that the terms of this Agreement, together with the information either party may learn or develop about the other shall be maintained in the strictest confidence, shall be used for no other purpose than pursuant to the terms hereof, and shall be disclosed only to those individuals within either organization who have a need to know and who are advised of and agree to abide by the terms of this confidentiality provision.
- F. Miscellaneous.**
- a. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors, and permitted assigns.
  - b. A failure of either party to enforce, at any time, any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision.
  - c. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired.
  - d. This Agreement contains the entire understanding between the parties and there no other promises, agreements, covenants or conditions. Any amendments or modifications of this Agreement shall be effective only if in writing and signed by both parties.
  - e. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
  - f. All notices required or permitted to be given pursuant to this Agreement shall be given by first class mail, postage prepaid, or by private courier, addressed as follows:

To the Association:

Peggy E. Gruenke  
Membership Director  
Cincinnati Bar Association  
225 East Sixth Street, Second Floor  
Cincinnati, Ohio 45202

To the Company:

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

CINCINNATI BAR ASSOCIATION

By \_\_\_\_\_

Its \_\_\_\_\_

TIM W. HRASTAR ASSOCIATES

By \_\_\_\_\_

Its \_\_\_\_\_