

## ATTORNEY OF RECORD RETAINER AGREEMENT

Client signature below signifies agreement to the following terms; and, hereby authorizes SafetyForum, (SF), to develop, maintain and promote an issue page regarding the issue identified below at the level checked (check one):

### ***NATIONAL LEVEL***

There is a one-time access fee of \$10,000 for issue sponsorship on SafetyForum's website, [www.safetyforum.com](http://www.safetyforum.com). This includes up to 20 hours of development. Development time above 20 hours are billed at \$100 an hour. A deposit of \$5,000 is required to begin work. Expenses (i.e., technical writing, digital video clip) are billed separately. The balance of the access fee, \$5,000, all development fees and expenses are due when the issue page is launched. Once the issue page is launched, there is a monthly maintenance fee of \$150 payable upon receipt of our invoice.

### ***REGIONAL OR MULTIPLE STATE LEVEL***

There is a one-time access fee of \$7,500 for issue sponsorship on SafetyForum's website, [www.safetyforum.com](http://www.safetyforum.com), for no more than four (4) states. An access fee of \$2,000 is assessed for each additional state. The access fee includes up to 20 hours of development. Development time above 20 hours are billed at \$100 an hour. A deposit of \$3,750 is required to begin work. Expenses (i.e., technical writing, digital video clip) are billed separately. The balance of the access fee, all development fees and expenses are due when the issue page is launched. Once the issue page is launched, there is a monthly maintenance fee of \$150 payable upon receipt of our invoice.

### ***STATEWIDE LEVEL***

There is a one-time access fee of \$2,500 for issue sponsorship on SafetyForum's website, [www.safetyforum.com](http://www.safetyforum.com). An access fee of \$2,000 is assessed for each additional state. The access fee includes up to 20 hours of development. Development time above 20 hours are billed at \$100 an hour. A deposit of \$1,250 is required to begin work. Expenses (i.e., technical writing, digital video clip) are billed separately. The balance of the access fee, all development fees and expenses are due when the issue page is launched. Once the issue page is launched, there is a monthly maintenance fee of \$150 payable upon receipt of our invoice.

### ***NON-EXCLUSIVE STATEWIDE LEVEL***

There is a one-time access fee of \$1,500 for issue sponsorship on SafetyForum's website, [www.safetyforum.com](http://www.safetyforum.com). An access fee of \$1,000 is assessed for each additional state. The access fee includes up to 20 hours of development. Development time above 20 hours are billed at \$100 an hour. A

deposit of \$750 is required to begin work. Expenses (i.e., technical writing, digital video clip) are billed separately. The balance of the access fee, all development fees and expenses are due when the issue page is launched. Once the issue page is launched, there is a monthly maintenance fee of \$150 payable upon receipt of our invoice.

SF will provide its issue page sponsors the following:

- on-going consulting services, issue development and monitoring (with prior client approval, may require additional fees)
- issue page technical development (design, programming, maintenance)
- use of the [www.safetyforum.com](http://www.safetyforum.com) domain host server, (10MB of disk space)
- statistical reports of issue page traffic upon request
- prominent display of client's sponsorship and contact information on the issue page
- use of SF logo on client's website and print material

For sponsors at the National level:

- a press release within initial 12-month period (distribution costs are included)

The issue page will be developed in accord with the client's requirements and specifications as well as SF's mission and goals. The final product will adhere to the overall intent and design scheme of [www.safetyforum.com](http://www.safetyforum.com) and meet client expectations, or the product remains in development, or the project is terminated. If the project is terminated, any monies collected by SF, prior to launching the issue page, will be refunded to the client less the deposit amount identified above and actual development expense incurred.

It is the responsibility of the client to provide all of the necessary information and materials (text and graphics) to SF to implement an issue page consistent with the client's expectations. (We are available to convert text or graphic to a format that is usable on the Internet.) Should the client fail to provide all of the necessary information and materials within 120 days from the signing of this document, a monthly maintenance fee of \$150 is required to continue to reserve issue sponsorship. Should the client fail to provide all of the necessary information and materials after 180 days from the signing of this document, SF reserves the right to terminate this agreement. Under these circumstances, the deposit is non-refundable and non-transferable.

Client warrants that all materials provided to SF comply with all applicable copyright laws and use laws. Client indemnifies SF from any liability for any infringement upon applicable copyright laws and use laws with regard to any material received from the Client.

SF specifies the following as the preferred formats for materials provided by the client in order to develop the client's issue page:

Text or copy should be forwarded to SF via electronic mail (email). We

suggest that all copy should be professionally proofed (i.e., spelling and grammar) prior to submission to SF. Further, copy for the Internet medium must be especially concise or as brief as possible. We offer editorial services.

Photographs, graphics, and animated images should be in JPEG, TIF or GIF formats, and should be forwarded to SF via email. We can work with the client's hardcopy photographs which will be returned at the conclusion of the project. We offer graphic design services.

Videos should be 160 x 120 pixels in Quicktime or MPEG formats for video streaming. Limit each video clip to 15 seconds. Send video clips as an email attachment. (We can work with the client's VHS tape or Beta tape which will be returned at the conclusion of the project.)

Text and graphics, including creative works, owned and provided by the Client to SF for the expressed purpose of publishing such material on its website and other media are hereby consolidated and compiled into SF's collective works. Client acknowledges and agrees that SF possesses and maintains copyrights to its collective works. Client hereby grants SF publication rights, including but not limited to, electronic publication rights and electronic distribution rights for such material. Client agrees that SF's rights to publish and distribute these materials survive the termination of this agreement.

Client acknowledges and agrees that text and graphics written or devised by SF (including custom graphics, page headings, backgrounds, etc.) based on material provided by the client are considered *work product* and are the property of SF. All custom computer programming scripts (i.e., HTML, CGI, etc.) are the property of SF. Our programs may not be used or duplicated without prior consent from SF.

Client agrees to contact SF with all questions concerning fees and services regarding this project. Fees not paid within 30 days of launching the issue page, or 30 days after the monthly fee is due, will accumulate a "past due" fee at a compounded rate of 2% per month. Accounts more than 60 days past due, will result in: (1) suspension of all work; (2) the issue page will be wholly or partially removed from [www.safetyforum.com](http://www.safetyforum.com); and/or (3) sponsorship information will be omitted. SF will resume work and restore the issue page only upon full payment of account. Client agrees to pay for all time, expenses, interests, late charges and legal fees associated with the collection of past due accounts. If any client payments become more than two months past due, SF reserves the right to reassign the sponsorship for this issue.

Client will be responsible for obtaining and maintaining any services or equipment needed at client's location to connect to or access the Internet. Client is responsible for such equipment being appropriate and compatible with SF services.

The recommended minimum computer requirements are:

*Web Browser*

- Netscape Navigator or Internet Explorer or comparable software

*IBM-compatible PC*

- 486 or faster IBM-compatible PC
- 8 MB of memory and 8 MB of hard disk space available
- DOS 5.0 or higher and Windows 3.1 or higher
- 14.4 Kbps modem or faster

*Macintosh*

- 68020 processor or higher
- 16 MB of RAM or 8 MB of memory with Virtual Memory, and 9 MB of hard disk space available
- System 7.1 or higher
- 14.4 Kbps modem or faster

SF, while making a diligent effort to provide service and product that is state of the art and of the highest quality, does not warrant its *work product* or any of its services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from the use of its services, or as to the accuracy or reliability of any content, product, or merchandise provided through its services.

The parties agree that this writing is their entire agreement, and to submit to the exclusive venue and jurisdiction of SF's choosing for all matters arising from this agreement. Should any part be found invalid, the parties intend the remaining provisions to apply. A true copy or facsimile of this agreement is valid.

Client agrees to communicate immediately and directly with SF on any matters of service or *work product* with which they are dissatisfied. Either party may terminate this agreement with 90 days prior written notice.

**Issue Page** \_\_\_\_\_

**Client Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**SF Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

***Type or Print Required Client Information Below:***

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

Firm or Organization \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

E-mail Address \_\_\_\_\_ FedEx Account No. \_\_\_\_\_