

PARTICIPATION AGREEMENT



Valpak of Northern Utah
 4729 S. 1900 West
 Roy, UT 84067
 Office: 8017759719
 Fax: 8017759731

Agreement # Q-250751-1
Start Date 03/26/2021
Sales Contact Shaury Searle
Client # 373802081

Business Name OGDEN PREPARATORY ACADEMY
Address 1415 Lincoln Avenue
City Ogden
State/ZIP UT , 84404
Telephone (801) 627-2066

Contact Debbie Deem
Title
Email ddeem@ogdenprep.org
Cell

Date	Product	Quantity	Sub Total	Total
03/26/2021	Misc Charge: Other(Circular Page)	1	\$1,700.00	\$1,700.00
04/23/2021	Misc Charge: Other(Circular Page)	1	\$1,700.00	\$1,700.00
05/21/2021	Misc Charge: Other(Circular Page)	1	\$1,700.00	\$1,700.00
06/25/2021	Misc Charge: Other(Circular Page)	1	\$1,700.00	\$1,700.00
07/23/2021	Misc Charge: Other(Circular Page)	1	\$1,700.00	\$1,700.00
			TOTAL:	\$8,500.00

Notes: Ogden Preparatory Academy agrees to mailing the circular page product for the agreed months. Circular page targets 110,000 homes in the Weber/Davis market.

Valpak agrees to provide the following, as applicable: proof, printing, insertion, addressing, postage, envelopes and mailing/shipping for the products specified in this agreement on the following terms:

BALANCE DUE IN FULL ON PROOF.

Each month, as applicable, Valpak will make all reasonable efforts to contact the client for art changes including requests via email and or text. The Company named above agrees to submit art approval via email, text or in writing for each product listed above by the final deadline. In the event that written approval is not recieved by the final deadline Valpak will finalize the art using its best discretion.

The Company named above specifically authorizes and gives Valpak permission to distribute the above specified literature. The Company further agrees to honor to each recipient of the literature the product and/or service offer(s) as advertised (see proof of copy or finished product). Company agrees to indemnify Valpak and hold it harmless from any loss, claim or liability to third parties arising from the content of Company's literature and mailings.

This agreement shall remain in effect through the duration agreed to by Company (listed above) and is not subject to early termination. In the event Company cancels this agreement prior to completion of all contracted Jobs, Company will be liable to Valpak for the completed Jobs in an amount equal to the rate differential between contract price and the current price schedule. Minimum charge for cancellation of a Job will be \$50.00. Any cancellation of a Job occurring less than 60 days prior to final dealdline will carry a cancellation charge of 25% of the cost of Job, any cancellation of a Job after proof copy has been generated will carry a cancellation charge of 100%. In the event Company fails to submit, approve or correct copy or otherwise fails to perform, Valpak shall have the option to declare this agreement breached and Company will be liable to Valpak for an amount equal to cancellation amounts.

Accounts 30 days past due will be subject to a \$25.00 late charge and 1 ½ % interest per month on the unpaid balance.

Company agrees that Valpak's liability shall not exceed an amount equal to the total consideration actually paid hereunder by Company to Valpak. Valpak will not, under any circumstances, be liable for consequential, incidental, special or exemplary damages, whether as a result of breach of contract, breach of warranty, tort, or otherwise. Valpak is not liable for any loss or damage of any kind resulting from delay or due to Company or any third party or subcontractor, or any casualty, accident, labor trouble or cause beyond Valpak's control. Minor errors after proof are not cause for major adjustment. In the event Valpak places this agreement in the hands of an attorney or collection agency for collection, Company agrees to pay an additional sum equal to 50% of the balance due to compensate for costs of collection. Company further agrees to pay all reasonable attorney's fees and court costs in the event legal action is taken to collect on the account.

Agreement #:

Q-250751-1

**Advertiser's Authorized
Representative:**

Title:

**Valpak Authorized
Representative:**

Agreement Date:

03/08/2021