

# DIOCESAN

Catholic Life Every Day

## CHURCH BULLETIN: PUBLISHING AGREEMENT

This agreement is dated the 5th day of **January, 2018**. The parties are Diocesan Publications, Inc., the PUBLISHER, and **St. Joseph and St. Mary Parishes**, of **Freeport, IL** and they agree as follows:

All references in this agreement to "we," "us," or "our" are references to Diocesan Publications, Inc. and to "you" or "your" are references to the aforesaid Church.

### TERMS AND CONDITIONS:

1. We will print your first bulletin under this agreement in **August, 2020**. The publication term of this agreement shall be a period of three years and it will begin with the date of the first publication of your bulletin. However, if on the date that this agreement is signed by you and us, you have in effect a bulletin publishing agreement with another publisher, then the aforesaid publication term will begin immediately after your publication term with the other publisher has completely expired. The publication term stated in this provision may not be shortened or extended without a written agreement executed by an authorized representative of each of the parties. **If at any time you receive an offer to take over the publishing of your bulletin when publication under this agreement comes to an end, you will give us an opportunity to match or surpass each and every such offer made to you by any other publisher before you enter into an agreement with any such publisher.**
2. Each week you will furnish and send to us the information and materials which are to be published in your bulletin, via the currently agreed upon method, no later than **1:00pm Wednesday**, except for holiday bulletins which may require earlier times for sending same to us.
3. The following additional terms or conditions will apply to every time period of this agreement:
  - a. **8 page weekly bulletin with 7 pages reserved for Church's changing text**
  - b. **Church to receive a web allowance of \$2,450. Remaining balance of \$2,450 to be paid by Church.**
  - c. **Church to receive the myParish app at no charge through this agreement**

- ☒ Use of photographs
- ☒ Bulletin computer software training, service, and "800" number telephone support
- ☒ Church can increase or decrease quantity of bulletins at their own discretion
- ☒ Bound book of church's annual bulletins volume identification embossed in gold lettering

- ☒ Liturgical and seasonal art work and filler material
- ☒ Full color front design
- ☒ Unlimited typographical cover changes as needed
- ☒ Special Seasonal Covers

This agreement consisting of this front page and a back page which is herein incorporated by reference has been executed on the day and year first written above by the authorized representatives of the parties:

#### DIOCESAN PUBLICATIONS, INC.



Signature  Date 1/5/18  
Printed Name: **Brian Bastic, Sales Manager**

#### St. Joseph and St. Mary Parishes

Signature  Date 1/13/18  
Printed Name: **Rev. Timothy Barr**

4. You grant to us the exclusive right to print, publish, and supply your weekly church bulletin in both printed and electronically transmitted form during the publication term stated in provision one and during any renewal or extension of same. Said publication term shall automatically be renewed once unless one of the parties gives the other a written termination notice at least six months prior to the end of the original publication term.
5. We will furnish your weekly bulletins free from any publication or delivery cost to you. During the publication term stated in provision one and during any renewal or extension of same, we shall have the sole and exclusive right to solicit and charge for advertising and sponsorship space in your bulletins and/or insert pages therein, and we shall have the sole and exclusive right to receive and retain all payments and remuneration for all advertising or sponsorships connected with your bulletins regardless of who procures or generates the advertising or sponsorship.
6. We guarantee delivery of your bulletins weekly before Saturday evening mass if you comply with all of your obligations set forth in provision two, unless we are unavoidably prevented from doing so for any reason beyond our control or by an act of God. In such event the bulletins will be delivered as promptly as possible. If you do not receive your bulletins by **NOON** on **FRIDAY**, you will call us immediately.
7. You authorize us to endorse and deposit to our bank account all checks, drafts and money orders made payable to your order in payment for bulletin advertising or sponsoring space and you will promptly forward to us any such check, draft or money order which you may receive. Payment for bulletin advertising should be paid directly to the PUBLISHER.
8. We have a copyright on all advertising grid layouts and cover designs produced by us and they may not be reproduced for any reason without written permission from us. We also have exclusive control over the size, layout, and design of the advertising grid.
9. Each year in order to prepare for solicitation of advertising, you agree to provide our representative a list of prospective advertisers including but not limited to business owners in the parish and vendors with whom the parish does business. You will make available a telephone and workspace at your church's facilities to our representative during any advertising solicitation week(s). You also agree to insert a timely pre-sale message into your weekly bulletin prior to solicitation week(s).
10. This agreement constitutes a legally binding contract when it has been signed by an authorized representative of each of the parties and the persons whose signatures appear on this agreement, represent that they are authorized representatives of the respective parties.
11. Any nonperformance, breach, or default by you with respect to this agreement, if it completely or substantially impairs our ability to exercise our exclusive rights to solicit, receive, and retain advertising or sponsorship revenues as contemplated above in provision five, shall entitle us, at our election, to obtain injunctive relief prohibiting you, or any other person or entity, from soliciting, receiving, or retaining such revenues.
12. As an integral part of this agreement, the parties agree that this agreement and its performance shall be construed and enforced in accordance with the law of Michigan, and that any litigation with respect to this agreement shall be filed and resolved in the state court of proper jurisdiction located in Kent County, Michigan. In that regard the parties waive the right to any applicable federal court jurisdiction including the right of removal to the federal court.
13. If any one or more of the provisions of this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of any other provision hereof, and the unaffected provisions hereof shall remain in full force and effect.
14. If you already have in effect a publishing agreement with us, its provisions which do not conflict with any of the provisions hereof will remain in full force and effect, but any subject matter contained within the preexisting agreement which conflicts with any part of this agreement shall be governed by the provision or provisions in this agreement which apply to that subject matter.
15. This agreement may not be superseded in any respect by any subsequent agreement which is not in writing and signed by an authorized representative of each of the parties.

**Parties Initials**

1050 74th St SW. Byron Center, MI 49505

800-783-1623

Diocesan.com