



Email: info@sirenpromotions.com Tel.: 888.919.0185

Business Name: _____ Today's Date: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Business Owner/Authorized Manager: _____ Title: _____

Business Tel.: _____ Mobile Tel.: _____ Fax: _____

Website: _____ E-mail: _____

Event Execution Date(s): _____ Time(s): _____

Distribution/Event Location(s): (attach maps, zip codes, specific neighborhoods, etc.) _____

Client's On-Site Contact: _____ Mobile Tel.: _____

Booker: Elia Athans _____ Office: 888-919-0185 _____

Talent: _____

Rate: _____ Payment Method/Terms: _____

note: Business-Bank Checks/Money Orders preferred. Credit Card Payments accepted via PayPal. Add 5% for all credit card payments. Full payment due at our office within three (3) business days after signing this agreement.

Job Description: _____

Target Market: _____

Key Message Points/Brand Messaging: (Tell us what you want the talent to say during 1 on 1 interactions)

Message 1: _____

Message 2: _____

Message 3: _____

Will you provide a branded T-shirt, hat jacket, or other apparel? _____

Uniform requests: _____

Note: if no specific uniform requests are made, then talent will wear solid color t-shirts without any writing/branding/messages and khaki or black pants/shorts with comfortable shoes/sneakers. In some cases, at the discretion of Siren Promotions, jeans may be acceptable.

Please attach any company information or any other information that may be relevant to this promotion. Fill this form out completely, sign the last page and return to Siren Promotions.

SIREN PROMOTIONS DISTRIBUTION AGREEMENT

Material is accepted for distribution or printing subject to the following terms and conditions:

1. GENERAL

As far as the context permits these terms and conditions are considered to be incorporated into any agreement entered into with Siren Promotions for the provision of flyer distribution and promotional services.

2. DEFINITIONS

Agreement - the terms and conditions set out below.

Client - the individual firm or limited company specified for whom the services are to be provided for.

Services - the printed material and the services to be provided by Siren Promotions in accordance with this agreement (details of the services as outlined below).

User - the individual firm or limited company or other party as may be specified below that is to use the services bureau.

Services Bureau - any third party which is responsible to the client and/or the user and which is to assist client and/or the user in using the promotional talent.

Promotional Talent - the individual(s) that will carry out the distribution of the promotional materials.

Promotional Materials (Materials) - the promotional items being distributed, such as but not limited to flyers, posters, window clings, door hangers, etc.

Composite Town Areas - the areas that Siren Promotions have defined as the main conurbation of a town and subdivided into distribution rounds.

Distribution Rounds - the area(s) that Siren Promotions has designated that the promotional talent will walk in the process of delivering or executing the promotion.

**For the purposes of these terms and conditions set by Siren Promotions, promotional talent refers to a single entity where the name Siren Promotions refers to the main office operation. Siren Promotions accepts no responsibility for the conduct of its promotional talent although at all times it will endeavor to ensure that the highest quality service and staff are provided in accordance with its internal operational manuals. All promotional talent may be screened with a background check, character evaluation, and drug testing prior to employment. Siren Promotions will assist any client to investigate a complaint regarding quality of service or otherwise provided by any employee therein.

3. ARRANGEMENTS

All arrangements made with Siren Promotions must be made in writing before the commencement of the distribution or promotion by certified mail, fax or email, verbal agreements will not be accepted.

Date of the agreement by Siren Promotions to distribute the material is the date agreed with the client for the material or promotion to commence distribution to residential doorsteps, businesses, or special events in the agreed area. The material must be with Siren Promotions a minimum of 5 business days prior to or as otherwise agreed for distribution to commence on the agreed date.

The time that Siren Promotions takes to distribute the material to the residential households in the case of a door-to-door, or business premises in the case of a business drop, will depend at all times on the availability of Siren Promotions' promotional talent to carry out the distribution. If a specific start and completion date is required these dates must be agreed before commencement of the distribution. Material accepted for distribution by Siren Promotions will normally be carried out by its own promotional talent.

The distribution will be delivered into Siren Promotions' main conurbation or neighborhood distribution rounds. Siren Promotions may agree to deliver into a specific area other than a predefined distribution round, however this predefined area must be agreed in writing before commencement of the distribution.

4. TYPES OF DISTRIBUTION

Shared: The distribution will be carried out with a maximum of two other client promotional materials which will be of non competitive nature; Clients materials will be distributed to Siren Promotions distribution rounds nominated specifically by the client. Client material will be accompanied by a Siren Promotions back checking flyer at the discretion of Siren Promotions.

Sole: The distribution will be carried out with one single client's materials. Client material will be accompanied by a Siren Promotions back checking flyer at the discretion of Siren Promotions. Distributions of this type will normally be to client specified Siren Promotions distribution rounds. Clients' materials will be distributed to distribution areas normally nominated specifically by the client.

Time Sensitive Material: The client must advise prior to quotation if the material is dated or time sensitive, such material may be subject to a surcharge. If Siren Promotions are not advised at the time of the quotation if the material is dated or time sensitive, Siren Promotions does not accept responsibility for late delivered material.

5. PRICE

Price is the rate quoted for carrying out the distribution. Price is determined by: the size and weight of the material, the density of households, the terrain and season, the length of time agreed for the distribution to be carried out, and the amount of staff needed. The price quoted in writing will be valid for 30 days from the date of the quotation.

6. LEVEL OF COVERAGE

In the defined area of a Siren Promotions distribution round or other agreed distribution or promotional area, Siren Promotions will use its best methods to achieve 100 percent coverage to delivery points in the defined area. However due to the logistics of delivering unaddressed material and the location of delivery points the Siren Promotions promotional talent may not always be able to find all delivery points in the defined area, therefore the level of coverage of the distribution may be less than 100%.

In all circumstances Siren Promotions cannot guarantee to reach every location in the defined area but it will carry out its best methods to reach the maximum level of coverage. Siren Promotions will only at its discretion deliver to shops and business premises in the distribution round.

7. CIRCUMSTANCES IN WHICH DELIVERY MIGHT NOT TAKE PLACE

It is emphasized that there are number of specific reasons why an individual property might not receive an item;

- i) The material is unaddressed and therefore the Siren promotions promotional talent may not realize that they have not delivered to a specific property.
- ii) The property in question may not have a designated area or space for the material.
- iii) If the property is multi occupancy ie a converted house or block of apartments it may not be possible to gain access to all separate occupancies in the residence. Sometimes due to security at the building it may not be possible to gain access to deliver any material at all.
- iv) If there is a warning of a dog at the premises Siren Promotions and or its promotional talent will at its discretion not attempt to deliver to the property.
- v) If there is a notice at the property advising no soliciting or otherwise, we will still attempt to deliver but there is a possibility that the promotional talent will not deliver to that address or business.
- vi) Delivery will not normally be made to obviously empty or derelict properties or where the access to the premises may be hazardous to the safety of the promotional talent.
- vii) If a business has a clear conflict of interest or competing nature to the materials being distributed, materials will not be left by promotional talent.

8. SURPLUSES AND SHORTFALLS

The number of materials supplied to Siren Promotions will be checked for accuracy. If there is insufficient material to complete the area required the client will be advised. If the quantity of the material is greater than the amount needed to complete the area nominated by the client the excess material will be retained and the client given the option to collect the surplus material at the cost of the client or to nominate suitable additional areas where the material can be distributed.

9. ACCEPTANCE SUBJECT TO FTC AND LOCAL REGULATIONS

All material is accepted for distribution only on the basis that it meets the conditions of the Federal Trade Commission and local guidelines. Siren Promotions will not accept any material of a sexual, salacious, malicious or racist nature. All offerings made by the advertiser should be morally and legally acceptable. Siren Promotions retains the right to refuse any material for distribution that it considers unacceptable or inappropriate.

10. PAYMENT

Payment is to be made to Siren Promotions on receipt of invoice (or prior to receipt, where the agreed cost has been stated.) Siren Promotions does not provide credit terms for the provision of promotional services or printing.

Payment is expected from the client on the basis that Siren Promotions has provided a reliable promotional material distribution service and payment must not be withheld subject to the level of response or number of inquiries received to the campaign or the promotional material distribution.

11. SECURITY OF MATERIAL

The material for distribution by Siren Promotions will be held in a secure and dry location whilst the promotion is carried out. The storage of the material however should be insured by the client company in the event that the insurers of Siren Promotions refuse to pay on any individual claim for loss or damage to material made by Siren Promotions on their insurers. Siren Promotions will not be held responsible in any way for the security or otherwise of material held on behalf of their client(s).

12. CANCELLATION

The client may cancel the contract or any part of the contract any time before the commencement of the distribution of the material providing the material is still in the possession of the Siren Promotions office where the distribution was being organized. If the material has been transferred to the promotional talent that has been allocated to carry out the distribution then that contract or part of that contract cannot be canceled and the material will be distributed.

If a cancellation is accepted by Siren Promotions, the material must be collected by the client from the office to which it has been sent or a transport charge will be made for returning the material to the client. All monies paid by the client to Siren Promotions for the distribution of the material will be refunded less a cancellation charge of 15% of the contract value.

If it becomes necessary for Siren Promotions to cancel a contract for any reason, the material will be returned to the client's premises at the cost of Siren Promotions and a full refund of monies will be paid in respect of that contract. Siren Promotions reserves the right to cancel any contract with reasonable notice.

13. INDEMNITY

The client shall indemnify and keep indemnified Siren Promotions from and against any and all liability loss claims demand costs or expenses of any kind whatsoever which it shall at any time suffer or incur.

14. FORCE MAJEURE

Notwithstanding anything herein contained neither party shall be under any liability to the other in respect of any failure to perform or delay in performing any of its obligations hereunder which is due to any cause whatsoever nature beyond its reasonable control and no such failure or delay shall be deemed for any purpose to be a breach of the agreement.

15. ASSIGNMENT AND SUBCONTRACTING

The rights granted to the client hereunder are personal to it and the client shall not assign or grant any rights in respect of or otherwise deal in the same Siren Promotions shall be entitled to assign or sub-contract the provision of the services (or any part thereof) to any third party and reference in the terms and conditions to Siren Promotions shall be deemed to include to such assignees or subcontractor.

16. WAIVER

Failure or delay by either party to enforce any of the provisions of the agreement shall not operate as a waiver of any of its rights hereunder or operate so as to bar the exercise or enforcement thereof at any time or time.

17. SEVERANCE

The agreement is severed in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of the agreement.

18. LAW

These Terms and Conditions shall be governed by and construed in accordance with United States law.

All material is accepted for distribution or printing and distribution subject only to the above terms and conditions.

I am the business owner or authorized manager, and I agree to all of the above terms.

X _____ Date: _____