

AGREEMENT

This Agreement is made by and between _____ located at _____ (“Client”), and Publicity Guaranteed, Inc. (“PGI”). In consideration of the premises and the terms and conditions set forth in this Agreement, the parties to the Agreement, intending to be legally bound, hereby agree as follows:

1. SERVICES

Client appoints PGI and PGI accepts the appointment as the Client’s exclusive publicist for the duration of this Agreement.

2. TERMS

Billing will be done by submitting invoices to the Client’s email address. All amounts are in U.S. dollars. All rates listed below reflect 40% promotional discount.

PG is to start with writing a promotional article for the Client. The copywriting fee is \$285 per each article or news release written by PG at the Client’s request.

PG shall promote the Client’s story via syndicated news channels and/or traditional media pitching. Client agrees to pay PGI for all resulting publications or media reports (“reports”) in each North American news medium which published the report or an interview with the Client. The rates for each resulting placement up to 300 words are:

Circulation	<10,000	10,000+	50,000+	100,000+	500,000+
Papers	free	\$385	\$795	\$1,200	\$2,850
Magazines	\$385	\$1,200		\$2,400	

Rates for reports that are more than 300 words are prorated by multiplying the above rates by the number of words in the article/report and dividing by 300. Double rates apply for front page placements. If the article appears only on the online version of a print publication, Client shall pay only half of the print edition rate.

Client agrees to pay \$1,500 for a TV report and \$3,850 if the report is shown on a national TV network.

Articles appearing online are charged by taking the total number of monthly hits and dividing by two and applying the corresponding circulation rate used for print.

Radio interviews will be charged \$795 for a syndicated radio show and \$385 for non-syndicated.

Additional Services

Additional services, if requested by the Client in writing, will be billed at a blended rate of \$95 per hour plus compensation of the related reimbursable expenses such as printing, shipping or travel. Additional services may include media coaching, interactive production,

media kit development, Social Media Marketing, SEO, etc.

Budget Cap (Optional)

Client agrees to a 10% surcharge to all billing in exchange for PG’s obligation to waive all charges above \$ _____ (\$10,000 minimum).

Retainer

Within 10 business days of signing this Agreement, the client agrees to remit to PG \$ _____ to be kept as a retainer. The retainer is applied to the final invoice upon termination of the Agreement. The unused portion of the retainer is refundable to the Client.

3. PAPERLESS TECHNOLOGY

To reduce costs and expedite communication, PGI will deliver clippings, tearsheets and media profiles to the Client electronically, by posting them to a project-related worksite or via e-mail.

4. TERMINATION

Either party may terminate this Agreement by sending the other party 30 days advance written notice via overnight or registered mail to Publicity Guaranteed, 228 Park Ave South, 16065, New York, NY 1003. Client understands that many media outlets often require a significant lead time and agrees to pay for results which occurred within nine months after the Termination.

5. PAST DUE ACCOUNTS

\$25 charge applies to declined credit card charges. The Client agrees to interest of 1.5% per month on any past due balance, all resulting legal costs plus collection costs at a flat rate of 28%. If the account remains past due for more than 14 days, the budget cap provision and the discount will be voided and the non-discounted rate will be applied to all billable placements.

6. NON-INTERFERENCE

Client agrees that he will not, interfere with or disrupt, or attempt to interfere with or disrupt, any business relationship, contractual or otherwise, between PGI and any other party, including newspapers, magazines, financial institutions, clients, prospective clients, employees, or representatives of PGI. Client shall not perform any act in violation hereof through any other person or entity or through any plan, scheme, or design calculated to circumvent the requirements hereof. This covenant shall cover the term of this Agreement and a period of three years thereafter.

7. ENTIRE AGREEMENT

This document contains the entire agreement of the parties involved. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by authorized executive officers of the respective parties.

8. GOVERNING LAW

The validity, interpretation, and performance of this Agreement shall be controlled by and construed under

the laws of the State of New York. The parties agree on New York City courts as the proper venue for any dispute related to the Agreement. With regard to any litigation arising out of this Agreement, the parties agree that the circulation data contained in the Audit Bureau of Circulation, a statement from the publisher or a major online media database listing circulations such as Vocus, Burrell's Luce or Cision will be admissible without objection or cross-examination. In addition, the parties agree that print-outs of the articles or blog entries from media monitoring services or publication's web sites will be admissible without objection, authentication or cross-examination.

For Publicity Guaranteed, Inc.:

Name:

Position:

_____, 2011

For Client:

Name:

Position:

_____, 2011

Please fax the signed Agreement to PGI to (212) 202-4982