

## DIRECTORY PUBLISHING AGREEMENT

*This Agreement made and entered into by and between KDA COMMUNICATIONS, INC.  
("KDA") and the person or entity named below ("Manager")*

### Recitals

KDA is engaged in the business of publishing directories of the names, addresses and telephone numbers of residents of apartment, condominium, county club, gated, manufactured home, mobile home and other similar private residential communities and other information of interest to the residents of such communities ("Community Directories"). Manager is either the owner or association of owners, or an authorized agent of the owner or association of owners, of the apartment, condominium, country club, gated, manufactured home, mobile home or other similar private residential community identified below ("Community"). KDA desires to publish, and Manager desires to have KDA publish a directory for the community. Accordingly, KDA and Manager agree as follows:

#### **1. Exclusive License**

Manager hereby grants to KDA, and KDA hereby accepts from Manager, an exclusive license to publish annual editions of a Directory for the Community ("Community Directory"). The license includes the right to publish any or all of the annual editions of the Community Directory as a Single Directory. KDA shall publish annual editions of the Community Directory. The terms of this agreement shall commence on the date signed and extend for three (3) consecutive, one (1) year periods, unless renewed or extended pursuant to the terms herein.

#### **2. Information**

KDA shall not use, or disclose to another person or entity, the names, addresses, telephone numbers and other information which Manager provides to KDA hereunder except as required to produce and publish annual editions of the Community Directory. KDA shall include the following notice, or such other similar notice as Manager shall reasonably request, in each printed copy of each annual edition of the Community Directory: This directory was published by KDA Communications, Inc. solely for the private, non-commercial use of the above named community and its residents. Any use of the residents; names, addresses and telephone numbers or any other information which appears in this directory for telephone, mail, personal or other direct solicitation of the residents of this community is prohibited by the rules and regulations of this community. Please notify KDA if you believe that any such prohibited use has occurred.

#### **3. Advertisements**

Each annual edition of the Community Directory will contain advertisements and other similar promotional materials. KDA shall have the sole right to receive income in respect of the advertisements and other promotional materials contained in or distributed with each annual edition of the Community Directory. KDA shall consider any and all suggestions by Manager pertaining to advertisers and advertisements and other promotional materials for each annual edition of the Community Directory. However, KDA shall determine in its sole discretion which advertisements and other similar promotional materials will be contained in or distributed with each annual edition of the Community Directory.

#### **4. Production and Distribution**

KDA shall be solely responsible for all costs and expenses, including, without limitation, advertising sales commissions, design and layout costs and printing costs, required to produce each annual edition of the Community Directory. KDA shall provide to Manager at least one (1) copy of each annual edition of the Community Directory for each household in the Community.

Manager shall be solely responsible for all costs and expenses required to distribute each annual edition of the Community Directory to the residents of the Community. Manager shall assure that each annual edition of the community Directory is distributed not later than ten (10) days after KDA provides copies of such edition to Manager. Manager shall not permit the distribution of any insert, flyer or other printed material with any annual edition of the Community Directory without KDA's prior written approval.

#### **5. Propriety Rights**

KDA shall be the sole and exclusive owner of all copyrights and other proprietary rights pertaining to each annual edition of the Community Directory. Nothing contained in this Agreement shall be construed as an assignment or other transfer of such copyrights and other proprietary rights or any interest therein to Manager or the residents of the Community. Manager shall not permit any copying or use of any copy of any annual edition of the Community Directory other than the private, noncommercial use by Manager and the residents of the Community.

#### **6. Representations and Warranties**

Manager represents and warrants to KDA that Manager is either the owner or association of owners, or an authorized agent of the owner or association of owners, of the community. Manager further represents and warrants to KDA that it has the right to enter into this Agreement.

**7. Non-Assignment**

Manager shall not assign, transfer or encumber this Agreement or any right or interest herein or hereunder, or suffer or permit any such assignment, transfer or encumbrance to occur by operation of law without the prior written approval of KDA.

**8. Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior negotiations, commitments, representations and undertakings of the parties hereto with respect to its subject matter. This Agreement cannot be modified except by a writing signed by officer of KDA and by an officer or other authorized representative of Manager.

**9. Applicable Venue/Attorneys' Fees**

This Agreement, and the rights and obligations of the parties hereto, shall be construed under and in accordance with the laws of the State of Georgia. The parties hereto agree that the venue of any legal action or proceeding arising out of or pertaining to this Agreement shall be in the County in Georgia where KDA operates.

**10. Parties Bound**

This Agreement shall be binding on and inure to the benefit of KDA and its successors and assigns Manager and its successors and permitted assigns, and the residents of the Community, and their respective heirs and personal representatives.

**11. Notices**

Any and all notices required or permitted to be given hereunder shall be given in writing by personal delivery, or by certified or registered mail, return receipt requested, addressed to the party to which notice is given and its last known address.

**12. Offer and Acceptance**

The signing of this Agreement by an officer or other authorized representative of Manager shall create an offer by Manager for acceptance by KDA by the signing of this Agreement by an officer of KDA. The effective date of this Agreement shall be the date on which it is signed by an officer of KDA.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed and delivered this Agreement in duplicate, on the dates which appear below.

KDA COMMUNICATIONS, INC  
164 Starcross Ln #20218  
Jasper, GA 30143

Print Name of Community:

\_\_\_\_\_

Signature of KDA Representative Signing:

Signature of Community Representative Signing:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

COMMUNITY INFORMATION

Community Rep Name: \_\_\_\_\_

Address/City/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_