

AGREEMENT

This is an Agreement between Magic7Skin Client"), located at _____ and Lynn Aronberg Public Relations, a Florida Limited Liability located at 11 Plaza Real S., Suite 813, Boca Raton, FL 33432.

1. **Governing Law.** The laws of the state of Florida shall govern the terms and conditions of this Agreement.
2. **Consideration.** In consideration of a pre-paid non-refundable monthly retainer fee of \$5,000, Lynn Aronberg Public Relations, LLC will provide Client with public relations, promotional and/or marketing services.
3. **Duration.** This Agreement shall be binding, upon signing, for a period of six (6) consecutive months beginning April 3, 2024. This Agreement will automatically renew at the same terms unless either party notifies the other in writing of the desire not to renew at least (60) days prior to expiration.
4. **Expenses.** Client will be responsible for only expenses approved in advance that are incurred in executing this Agreement. Expenses shall include but are not limited to; LD phone/fax, overnight shipping, regular shipping, messenger, photocopies, postage, PR Newswire, broadcast monitoring and media placement retrieval. They also may include travel, photography, video production, design, printing, and clipping service, if ordered by Client. The Client must approve any single expense, in writing, over \$50 in advance. Client will reimburse Lynn Aronberg Public Relations, LLC for any expenses incurred on Client's behalf within 10 days of receipt of expense invoice.
5. **Best Efforts.** Lynn Aronberg Public Relations, LLC makes no specific claims or guarantees concerning either the amount or quality of press coverage it expects to generate from its best efforts to promote client's business affairs, management, products, services, community service, sponsorships, etc.
6. **Hold Harmless.** Should Client misrepresent and submit inaccurate information, Client shall indemnify and hold Lynn Aronberg Public Relations, LLC harmless from and against any and all claims, liabilities or damages arising from the preparation, presentation or issuance of any public relations, marketing or promotional material (news releases, etc.) in connection with the program covered by this Agreement, including the cost of litigation and counsel. Should any claim be made against Lynn Aronberg Public Relations, LLC or any shareholder, officer or director for damages for injuries caused to persons or property as a result of any defect, mishandling or failure of any product promoted or marketed by Lynn Aronberg Public Relations, LLC or any of its assigns, affiliates or strategic partners, the client shall indemnify and hold harmless all of the aforementioned entities and individuals for all claims, damages, attorneys fees, and costs incurred.
7. **Cancellation.** This Agreement will automatically renew at the same terms unless either party notifies the other in writing of the desire not to renew at least (60) days prior to expiration.
8. **Severability.** The invalidity of any one or more of the words, phrases, sentences, clauses, or sections contained in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses or sections contained in this Agreement shall be declared invalid, this Agreement shall be construed as if such section or sections had not been inserted. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area, which would cure such invalidity.
9. **Binding On Successors.** Each and every provision hereof shall inure to the benefit of and shall be binding upon the heirs, assigns, personal representatives, executors and administrators of each party, and all successors in the interest of the parties. No person shall have a right or cause of action arising or resulting from this agreement except those who are parties to it and their successors in interest.
10. **Independent Contractors.** Client and Lynn Aronberg Public Relations, LLC are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, franchise or agency relationship between them. Neither party has any authority to enter into agreements of any kind on behalf of the other party without prior written approval.

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11. **Payment Policy.** All payments due to Lynn Aronberg Public Relations, LLC shall be paid at and sent to Lynn Aronberg Public Relation's main address, **11 Plaza Real S., Suite 813, Boca Raton, FL 33432** or via Bank Transfer to Wells Fargo: Routing Number 063107513, Account Number 2000058145698. The initial retainer is due upon signing. All amounts due Lynn Aronberg Public Relations, LLC shall be paid promptly within ten (10) days of billing. Any account not paid in full shall be subject to a one and one-half percent service charge on the past due balance each month until the balance due is paid in full. This amounts to eighteen percent (18%) annually on the unpaid balance. If the maximum annual service charge allowed by state law is less than eighteen percent (18%), the maximum interest rate allowed by state law shall apply. Should the client's account be turned over for collection to an attorney or collection agency, the client agrees to pay all court costs and Lynn Aronberg Public Relation LLC's reasonable attorney's fees if Lynn Aronberg Public Relations, LLC prevails. Furthermore, neither party shall commence litigation for any claim arising under this contract without first attending mediation with a certified civil mediator. Client shall pay all mediation costs.
12. **Entire Agreement.** This Agreement sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them. Venue for any and all legal proceedings for actions arising under this contract shall be in Palm Beach County, Florida.

The signatories certify that they are acting as an agent of and have authority to contractually bind their respective companies. That these terms are acceptable to all parties is evidenced by their signatures below.

_____	4-03-2024
Signature	Date
Magic7Skin	

Company	
<i>Lynn Aronberg</i>	4-03-2024

Signature	Date
Lynn Aronberg Public Relations	

Company	