

extraordinary expenses necessary for the health and well being of the minor child or children.

- D. All final orders of the Court involving minor children shall include terms which provide for medical insurance coverage for each minor child pursuant to the terms of O.R.C. §3119.32.

## **RULE EIGHTEEN**

### **Personal Identifier/Sensitive Information Sheet**

The Clerk of Court shall provide a personal identifier/sensitive information sheet for submission in every new or reopened domestic relations case. Each party shall complete the information sheet and provide the same to the Clerk of Courts upon filing in any action listed above.

The form shall be labeled as 'Identifier/Sensitive Information Worksheet'. It will not be filed with the Clerk of Courts and will not be subject to further disclosure except to the Court and to the Shelby County Child Support Enforcement Agency.

## **RULES NINETEEN**

### **Recording of Proceedings – Records Request**

The Court will make an audio recording of the proceedings in the courtroom. Arrangements must be made with the Court to have copies of the audio recordings made at a cost of Ten Dollars (\$10.00) per disc. All electronically recorded proceedings will be maintained by the Court for at least two (2) years from the date of the hearing.

## **RULE TWENTY, TWENTY-ONE -- Reserved**

## **- RULE TWENTY-TWO**

### **GUIDELINES FOR PARENTING TIME**

#### **I. Purpose**

Companionship (parenting time) is a time for children to do things with the parent with whom they do not live. It provides an opportunity for that parent to engage in activities and teach skills which will make the time rewarding to everyone concerned. Helping the children find friends in the visiting parent's neighborhood makes the new area seem more like home to them. Contact with both parents is important to the

children, and companionship arrangements should accordingly be encouraged.

## II. Parenting time Schedule

The following schedule shall apply unless otherwise specified by an order or judgment entry involving the parties. Weekend visitation shall rotate on an every other weekend schedule for each parent. Weekend parenting time for the parent with whom the children do not live the majority of the time will commence on the first Friday following the date of the filing of such order or judgment entry, unless otherwise ordered by the Court.

### A. Weekends

The beginning and ending times for weekend visitation are set forth below:

1. On the first weekend and every other weekend thereafter, from Friday at 7:00 p.m. until Sunday at 7:00 p.m. during the school year, and from Friday at 7:00 p.m. until Sunday at 8:00 p.m. during the summer breaks and before holidays;
2. Parenting time shall not be delayed or denied because a child has other scheduled social, athletic, work or school activities. The visiting parent, however, must allow the child to participate in all mandatory scholastic activities and should--unless prevented from so doing by the nature of the parenting time--allow the child to participate in other regularly scheduled activities. The residential parent shall inform the visiting parent reasonably in advance of such activities, advising the visiting parent of dates, times, transportation needs and the like so that the child is not unnecessarily deprived of such activities and the friendships thereby maintained. The parents should discuss, reasonably agree upon and arrange such activities, taking into account both the needs of the visiting parent and the needs of the child. A failure by either parent to be concerned with the needs of the child for such activities shall be taken into account by the court in any post-judgment parenting time proceeding. Each parent should encourage the other to attend all of the child's school and sports activities.

### B. Mid-week

Parenting time shall additionally be allowed on one weekday per week, according to the following schedule:

1. For a child 12 year of age or younger, from 5:00 p.m. to 8:00 p.m.

2. For a child 13 years of age or older, 5:00 p.m. to 9:00 p.m.

If the parenting time involves more than one child, the hour or return shall be based on the age of the youngest child. If the parents cannot agree on a particular day for such parenting time, then Wednesday is hereby designated for such purpose.

**C. Days of Special Meaning**

1. Mother's Day shall always be spent with the mother and Father's Day shall always be spent with the father, regardless of which parent is entitled to the balance of the weekend. Unless otherwise agreed, the time spent with the appropriate parent shall be from 10:00 a.m. to 7:00 p.m.
2. The birthday of each child shall be spent with the mother in even-numbered years and the father in odd-numbered years, provided that the visiting parent give one week's notice of his or her intent to exercise such birthday parenting time. Such parenting time shall take place from 10:00 a.m. to 8:00 p.m. for a child not then in school, and from 5:00 p.m. to 8:00 p.m. for a child then in school. Parenting time for the child's birthday shall take precedence over other parenting times. The custodial parent shall take all reasonable steps to ensure the attendance of the child's brothers and sisters at the birthday event.

**D. Holidays**

Holiday shall be spent with the father or mother according to the following schedule:

	Even-Numbered Years	Odd-Numbered Years	As Agreed Or
Easter Weekend	Father	Mother	Thursday (prior to Easter Sunday) from 7 p.m. until Easter Sunday at 2 p.m.
Easter Sunday	Mother	Father	Easter Sunday from 2 p.m. until 7:30 p.m. The parties then to

follow their  
regularly scheduled  
parenting time.

Memorial Day	Mother	Father	Sun., 7 p.m. to Mon., 8 p.m.
July 4th	Father	Mother	7/4, 9 a.m. to 7/5, 9 a.m.
Labor Day	Mother	Father	Sun., 7 p.m. to Mon., 8 p.m.
Beggars' Night/ Trick or Treat	Father	Mother	5 p.m. to 8 p.m.
Thanksgiving	Mother	Father	Thurs., 9 a.m. to Fri., 9 a.m.
Christmas Eve	Father	Mother	12/23, 9 a.m. to 12/25, 10 a.m.
Christmas Day/Vacation	Mother	Father	12/25, 10 a.m. to 12/31, 5 p.m.
New Year's Eve/Day	Father	Mother	12/31, 5 p.m. to 01/01, 9 p.m.



Holiday parenting time takes precedence over all other parenting times.

**E. Summer Parenting Time**

1. The non-residential parent shall be entitled to four (4) weeks of parenting time each year. Two (2) weeks of said parenting time shall be uninterrupted for the purposes of vacation, and said parent shall provide at least sixty (60) days advance notice, in writing, of the scheduled vacation. The remaining two (2) weeks shall be taken one (1) week at a time and the non-residential parent shall give at least 30-days advance notice, in writing, of the scheduled visitation.
2. The residential parent shall be entitled to two (2) weeks of uninterrupted parenting time for the purposes of vacation, and said parent must provide at least sixty (60) days advance notice, in writing, of the scheduled vacation.
3. If one parent has a mandatory work-related summer shut-down, then said parent shall notify the other parent, in writing, at least ninety (90) days prior to the scheduled shut-down, and then the shut-down shall take priority for vacation scheduling. If neither parent has a mandatory work-related summer shut down, then the first parent to provide notice, in writing, of their vacation dates shall have priority.
4. Summer parenting time shall take place while the minor child(ren) are on summer break from school. Should a child be required to take a summer class, the child must attend class. Summer parenting time must be exercised in such a manner as to allow the child(ren) to attend all classes mandated by his or her school curriculum or required for advancement to the next grade.
5. Each parent shall provide the other with a general itinerary which shall include, at a minimum, the location of any vacation including departure and arrival times and the method of travel to and from any vacation taking place outside the parent's community.

**III. Parenting time Procedures**

**A. Child's Response to Parenting time**

1. It is the absolute affirmative duty of the custodial parent to ensure that his or her child participates in parenting time.

2. If a child indicates strong opposition to being with the other parent, it is the responsibility of each parent to appropriately deal with the situation, both by working with the child and with the other parent, avoiding in each case confrontations or unpleasant scenes.
3. If the parties cannot resolve the problem among themselves and the child, it is the duty of each parent to seek and participate in immediate assistance by a counselor or other mental health professional.

**B. Exercise of Parenting time**

1. It is not necessary to give advance notice of the exercise of scheduled parenting time.
2. The residential parent shall have each child emotionally and physically ready for the parenting time.
3. When more than one child is involved, parenting time will be exercised with all children together.
4. The visiting parent will not return the child prior to the end of the parenting time period unless otherwise agreed in advance.
5. The residential parent shall arrange to be present or have a responsible adult present at the return site at the proper time.
6. Unless otherwise agreed or provided by court order, the visiting parent has the responsibility to pick up and return each child. If the visiting parent is unavailable for such pick up or return, then he or she must provide a responsible adult well known to the child for this purpose. Only a licensed driver may transport the child in a motor vehicle; all child restraint laws must be followed. No person under the influence drugs or alcohol shall be associated in any way with transporting the child.
7. The residential parent shall provide sufficient appropriate clean clothing for each parenting time period. If an anticipated parenting time activity requires special or unusual clothing needs, the visiting parent must notify the other parent at least two days in advance of such need. If the child does not have the specialized type of clothing required for such activity, the residential parent is under no obligation to provide it. All clothing sent by the residential parent must be

returned with the child by the visiting parent.

8. A visiting parent must provide time for each child to study and complete necessary home work assignments and other school-assigned projects, even if such requirements interfere with planned parenting time activities. The residential parent shall, however, have the child complete such school assignments prior to parenting time whenever reasonably practical. The residential parent must inform the visiting parent of the nature and deadline date of any assigned school work.
9. A parent who continually fails to pick up or return the child promptly or who habitually returns the child before completing the parenting time period shall, in the discretion of the court, be subject to the same sanctions as a parent who fails to exercise parenting time. A residential parent who habitually fails to provide a secure environment for the child upon its timely return by the visiting parent may be subjected to similar sanctions.

**C. Parenting time Cancellations**

1. Except in case of emergency a visiting parent must give notice of his or her intent not to exercise parenting time at least twenty-four hours in advance of such parenting time. Cancelled parenting times are forfeited, and need not be made up. A parent who continually fails without good cause to exercise parenting time may have such parenting time curtailed, modified or made subject to certain conditions, all as determined in the reasonable discretion of the court upon motion by the other parent.
2. The residential parent has no duty to wait for the visiting parent for more than 30 minutes beyond the time set for parenting time, unless the visiting parent notifies the residential parent that the or she will be late, and the residential parent agrees to remain available for a longer period of time. Such agreement shall not be unreasonably withheld.

**D. Illness or Injury of a Child**

1. Each parent must immediately notify the other parent of any illness or injury of the child requiring medial or dental consultation, in-patient or out-patient hospital treatment or the giving of prescription medication.



2. If a child is injured or becomes ill prior to a scheduled parenting time, the residential parent must contact the visiting parent and discuss the advisability of such parenting time, taking into account the best interest of the child. In deciding the matter of parenting time the parent should consider the nature of the illness or injury, the danger of contagion, the ability of the visiting parent to provide proper care, the nature of planned parenting time activities and any other matter of importance.
3. If an ill or injured child participates in a parenting time, then the residential parent must provide written instructions and sufficient medication for the child's proper care while with the other parent. The visiting parent must comply with any appropriate medical directions, and must notify the other parent if the child's condition worsens or fails to improve as anticipated.
4. If the parents determine that the child should not go on parenting time, then the visiting parent, unless otherwise prohibited by law or by an order of this court may spend a reasonable time -- that is, a time which does not conflict with the child's medical needs or the reasonable schedule of the residential parent -- with the child at the residential parent's home.
5. The inability of one child to participate in parenting time will not affect the right or the responsibility of the visiting parent to visit with other children subject to the parenting time order, unless the ill child has a contagious disease to which the other children have been exposed.
6. Parenting time cancelled due to a child's illness or injury may be made up by the visiting parent within 90 days of the child's return to health. The procedure for such make-up shall be as provided in Local Rule I for parenting time missed by reason of vacation.
7. The visiting parent is responsible for the health and safety of the child with whom he or she visits, and must secure appropriate emergency treatment, if necessitated by the child's condition. The residential parent shall keep the visiting parent informed of the name and address of the child's pediatrician or family physician, required insurance information and the like.
8. Subject to law and other rules of this court pertaining to medical expenses, the residential parent shall be responsible to provide



prescription medications and therapeutic equipment for and during all parenting times, including vacations, for a child who suffers a chronic disease or disability.

9. If a visiting parent reasonably questions the residential parent's judgment that a child may not participate in parenting time by reason of a claimed injury or illness, such visiting parent shall have the right to have the child examined at his or her expense by the child's pediatrician or family physician. The residential parent shall authorize the release to the visiting parent of all medical information available to such physician concerning such child, except only information which in the judgment of the physician may relate to a possible past or present abuse of the child by the visiting parent. The residential parent must cooperate in the scheduling and taking of such an examination, and in the release of such information to the visiting parent.

#### IV. Communications

Companionship between visiting parents and their children involves much more than compliance with a parenting time schedule. It includes the right of regular communication by mail, telephone and -- in this modern age of telecommunications -- computer generated electronic mail, facsimile transmissions and the like. Communications between the parents, however strained their relationship may be, is also important, since it enables each of them to better provide for the child. Accordingly:

- A. Each parent has the right to telephone access to the child at all reasonable time for all reasonable purposes. If the parents cannot agree as to the timing, frequency and length of such communications, the following apply:
  1. The parent with whom the child is not then living may talk with the child on the telephone twice each week;
  2. A visiting parent may call a child once during a cancelled parenting time, regardless of the reason for the cancellation;
  3. Except in cases of emergency, phone calls shall not be made during the child's normal bedtime hours;
  4. Phone call shall not last more than 15 minutes;
  5. If the child is unavailable to take the call, the residential parent shall

be responsible to ensure that the child promptly returns the call;

6. A child is permitted to call either parent with any reasonable frequency, at any reasonable time and for any reasonable duration. If such call involves a long-distance or other toll charge, it shall be made collect, unless the other parent otherwise agrees.
- B. Each parent shall encourage frequent communication between the child and the other parent, and shall not do anything to impede or restrict such communication, whether by phone, mail or other means. Mail between a child and either parent shall be kept strictly confidential between them, and shall not be open or read by the other parent unless the child so requests it or the child is unable to read.
- C. Unless otherwise provided by law or court order, each parent shall keep the other informed of his or her current address and telephone number, his or her work telephone number (unless calls are not permitted at work) and an alternate telephone number for emergencies. "Current address" means both mail address and sufficient description or directions to enable the other parent to locate the residence. When it is anticipated that the child will spend an extended time away from the residence of both parties, then the party having such information will provide the other party with the child's temporary address and telephone number, if feasible.

V. **Parenting time Under Special Circumstances**

If circumstances make it not in the best interest of a child to comply with the terms of this standard order, each party shall cooperate with the other in establishing a parenting time schedule and procedure which take into account such special circumstances, the needs of the visiting parent and the best interests of the child. If the parties are unable to reasonably determine or agree upon such a schedule and procedure, they shall enlist the services of a counselor or medical professional to assist them in preparing and following such arrangements. Should they still be unwilling or unable to reach a reasonable agreement, then either party may petition the court for an order of special parenting time. Under these special circumstances for parenting time the court may allocate safety and transportation costs between or among parties or entirely to one party, taking into account the activities and status of each party resulting in the specialized parenting time circumstances, the relative financial abilities of the parties, the cooperation or lack of cooperation by each party in regard to resolution of parenting time problems, and any other relevant factors.

A. **Long Distance Parenting time -- Over 100 Miles**

In lieu of parenting time under Section II, a non-residential parent residing more than One Hundred (100) miles from the child may exercise parenting time with that child as follows:

1. Six (6) weeks parenting time during the child's summer vacation from school.
2. The child's Spring break from school, not to exceed one (1) week.
3. At Christmas time, in the even-numbered years, from the day after the last day of school through December 26; in the odd-numbered years, from December 27 to the day before school commences.
4. Up to four (4) additional non-consecutive weekends each year, upon giving at least thirty (30) days written notice to the residential parent.
5. In case of emergencies, such as death or illness, where the giving of a thirty (30) day prior notice is impractical, either parent shall be entitled to access to the child that is reasonable under the circumstances.

**B. Infants and Pre-School Age Children**

1. The Court recognizes that any parenting time program involving infants requires special attention to the needs of each child, and that a comprehensive, standardized rule of parenting time is not always appropriate.

A parenting time schedule designed with regard to school attendance and vacations is obviously not automatically relevant to a three-year old. In such situations the parties are ordered to confer directly or through counsel to establish a parenting time program which takes into account the availability of the child, the child's parenting needs and the schedules of the parents. This does not mean, however, that the parents may not mutually agree to follow the standard orders of this Rule, particularly in the case of older pre-school children.

2. Parents shall take into account in establishing a parenting time schedule for pre-school children all factors relevant in regard to the physical and emotional maturity of each such child. Such factors shall take into account breast or bottle feeding, attendance in Head-Start or other pre-school programs, attendance at kindergarten, special infant health problems and the like. Each parent is responsible to



make reasonable arrangements for the sharing (or if necessary for the separate provision) of clothing, strollers, infant car seats, diapers, formulas, baby bottles, and other items and equipment necessary for the child's welfare.

#### **VI. School Participation**

In addition to other rights of the visiting parent in regard to the child's school attendance and activities (See Section VII):

- A. The residential parent shall take all necessary action with school authorities of any school in which the child subject to parenting time is enrolled to:
  - 1. List the other parent on the child's school records;
  - 2. Authorize the school to release to the other parent all relevant information concerning the child;
  - 3. Ensure that the other parent receives copies of any school notices involving the child.
- B. The residential parent shall promptly transmit to the other parent any information received concerning parent-teacher meetings, school club meetings, school programs, athletic schedules and any other school activities in which the child is involved or may be interested.
- C. The residential parent shall promptly provide the other parent with a photocopy of the child's grades or other progress reports, and copies of any report concerning the child's status or progress.
- D. The residential parent shall, whenever possible, arrange appointments for parent-teacher conferences and other meetings involving the child at a time when the other parent can be present. The other parent, upon such notice, shall take all reasonable steps to attend such conference or meeting.

#### **VII. Statutory Notices**

In addition to these rules, special statutes control the conduct of parties to marriage termination proceedings concerning their children. To the extent that such statutes now or hereafter conflict with the provisions of these Local Rules, then the statutes, and not these rules, control. Accordingly, each party should become familiar with the



following statutes:

- A. **Relocation Notice:** Pursuant to Ohio Revised Code §3109.051(G), the parties hereto are hereby notified as follows:

IF THE RESIDENTIAL PARENT INTENDS TO MOVE TO A RESIDENCE OTHER THAN THE RESIDENCE SPECIFIED IN THE PARTIES' JUDGMENT ENTRY, SAID RESIDENTIAL PARENT SHALL FILE A NOTICE OF INTENT TO RELOCATE WITH THIS COURT. EXCEPT AS PROVIDED IN O.R.C. SECTIONS 3109.051(G)(2), (3), AND (4), A COPY OF SUCH NOTICE SHALL BE MAILED BY THE COURT TO THE NON-RESIDENTIAL PARENT. UPON RECEIPT OF THE NOTICE, THE COURT, ON ITS OWN MOTION OR THE MOTION OF THE NON-RESIDENTIAL PARENT, MAY SCHEDULE A HEARING WITH NOTICE TO BOTH PARTIES TO DETERMINE WHETHER IT IS IN THE BEST INTERESTS OF THE CHILD OR CHILDREN TO REVISE THE PARENTING TIME OR PARENTING SCHEDULE FOR THE CHILD OR CHILDREN.

- B. **Day Care Center Access Notice:** Pursuant to Ohio Revised Code §3109.051(I), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY COURT ORDER, AND IN ACCORDANCE WITH O.R.C. §5104.011, THE PARENT WHO IS NOT THE RESIDENTIAL PARENT IS ENTITLED TO ACCESS TO ANY DAY CARE CENTER THAT IS OR WILL BE ATTENDED BY THE CHILD OR CHILDREN WITH WHOM PARENTING TIME IS GRANTED, TO THE SAME EXTENT THAT THE RESIDENTIAL PARENT IS GRANTED ACCESS TO THE CENTER.

- C. **Records Access Notice:** Pursuant to Ohio Revised Code §3109.051(H), and 3319.321(B)(5)(a) the parties hereto are notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY THE PARTIES' JUDGMENT ENTRY, AND SUBJECT TO O.R.C. SECTIONS 3125.16 AND 3319.321(F), THE NON-RESIDENTIAL PARENT IS ENTITLED TO ACCESS, UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, TO ANY RECORD THAT IS RELATED TO THE CHILD OR CHILDREN AND TO WHICH SAID RESIDENTIAL PARENT OF THE CHILD LEGALLY IS PROVIDED ACCESS, INCLUDING SCHOOL RECORDS. ANY KEEPER OF A RECORD, PUBLIC OR PRIVATE, WHO KNOWINGLY FAILS TO COMPLY WITH THIS ORDER, IS IN CONTEMPT OF COURT.

- D. **School Activities Notice:** Pursuant to Ohio Revised Code §3109.051(J), the parties hereto are hereby notified as follows:

EXCEPTING AS SPECIFICALLY MODIFIED OR OTHERWISE LIMITED BY THE PARTIES' JUDGMENT ENTRY, AND SUBJECT TO Division (F) of O.R.C. §3319.321, THE NON-RESIDENTIAL PARENT IS ENTITLED TO ACCESS UNDER THE SAME TERMS AND CONDITIONS AS THE RESIDENTIAL PARENT, TO ANY STUDENT ACTIVITY THAT IS RELATED TO THE CHILD OR CHILDREN AND TO WHICH THE RESIDENTIAL PARENT OF THE CHILD LEGALLY IS PROVIDED ACCESS.

**VIII. Illness and Injury**

- A. The residential parent shall promptly inform the other parent of any illness of the child requiring medical attention. Elective surgery shall be performed only after consultation with the other parent. The other parent shall be consulted before emergency surgery if time permits, and shall in any event be informed of such surgery as soon as possible.

**IX. Prohibited Conduct; Sanctions**

- A. The following conduct is prohibited:
1. Criticizing the other parent in the presence of the child.
  2. Attempting to modify the religious practice of the child without having first consulted the other parent.
  3. Habitually failing to spend significant time with the child during parenting time periods. Failing to encourage a child to visit with the other parent (except upon the reasonable and substantiated belief that such parenting time will result in abuse to the child).
  4. Habitually failing to promptly pick up the child for parenting time.
  5. Habitually failing to promptly return the child after parenting time.
  6. Habitually returning the child prior to the end of a scheduled parenting time.
  7. Cancellation of parenting time without reasonable notice.

8. Cancellation of parenting time without reasonable justification.
  9. Neglecting, endangering or abusing the child during any parenting time.
  10. Interfering with telephonic or mail communication between the child and other parent.
  11. Failing to keep the other parent required of the child's whereabouts when required by the terms of this Local Rule.
  12. Habitually failing to ensure that the child completes mandatory school assignments while on parenting time.
  13. Failing to ensure that the child attends mandatory school activities during parenting time.
  14. Failing to keep the other parent informed of a parent's address and telephone number.
  15. Failing to inform the other parent of a serious or potentially serious accident, injury or illness involving the child.
  16. Consuming an unreasonable amount of alcoholic beverage or any amount of a controlled substances (other than prescription medication) while exercising parenting time, whether or not the child is then and there present.
  17. Failing to provide clean, adequate clothing for parenting time; or to return such clothing after parenting time.
  18. Other acts omission of commission found to violate the spirit or terms of this Local Rule.
- B. Any of the rights or responsibilities described in this Local Rule may be enforced by the court on motion of either party. Penalties for interference with such rights or failure to comply with such responsibilities may include incarceration in the Shelby County Jail, fines, the award of attorney fees, modification or curtailment of parenting time and, if necessary, loss of residential or shared parenting rights.
- C. No party may withhold the rights granted by this Local Rule because the other



party fails to pay child support, maintain medical insurance, pay medical bills or the like. Other remedies, including the free services of the Shelby County Child Support Enforcement Agency, exist to correct such problems.

**X. Implementation**

- A. Unless otherwise clearly indicated by the text, the use of the word "child" in this rule refers to any number of children with whom a parenting time order is concerned. Although the phrase "visiting parent" is used for convenience, it includes the residential parent when the parent's role is temporarily of a non-custodial nature, such as when the visiting parent has the child for a summer vacation. The parties shall apply common sense in applying such definitions.
- B. The parties to a parenting time arrangement may agree as to any matter of parenting time in any way that they mutually and reasonably agree to be in the best interest of the child. Such agreement need not be formal and need not be in writing. However, to the extent that the parties now or hereafter fail to agree on any matter described in this Rule, then the provisions of this Rule dealing with such matter shall automatically control their conduct. Any party who claims in a post-judgment proceeding to excuse his or her conduct by claiming that it is conformed to the parties' agreement shall have the burden of proof as to the existence of such an agreement.
- C. It shall be the duty of an attorney for a party to explain to that party his or her rights and responsibilities under this rule, and to furnish a copy of this rule to such party.





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Date:12/03/2018

Business Name: Wiesenmayer Rob C II Atty		Customer ID: 1333742123		
Street: 15 Willipie St		Contact Name: Milissa Steinke		
City, State, Zip: Wapakoneta, Ohio, 45895-1985		Contact Number: (419) 738-1191		
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Product Name	Est. Start/Pub Date	One Time Charge	New Monthly Investment	Initial Term
<b>Digital Products</b>				
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## Terms and Conditions

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2. **Notices/How to Contact Us.** All notices, including termination notices to us, must be in writing and mailed by U.S. mail or overnight carrier to: Dex Media, 1615 Bluff City Hwy, Bristol, TN 37620 or sent by going to [www.dexmedia.com/contact-us](http://www.dexmedia.com/contact-us), and completing the requested information in the "Send us a Message" section. Cancellation notices must include your business name, telephone number, and address. For questions about this Agreement or your advertising, please call Client Care at 844-DEXMEDIA (339-6334).

3. **Print Term/Revision/Cancellation/Automatic Renewal.** Subject to automatic renewal as described in this section and unless otherwise provided in the Additional Terms, the Initial Term for a Print Ad is the period we provide such product. Issue Periods described in the order section above are estimates and not guaranteed dates. The Issue Period for Print Ads will range between 6 to 18 months for each directory with most directories being 13 months; however, you agree that we may, at any time and without notice to you, increase or decrease the Issue Period of a Print Ad by up to six months. We may cancel your Products without notice at any time for any reason. You may revise or cancel the request for Print Ads in Publications (except for limited inventory items), by the later of the close date or three business days after the Agreement Date, and for limited inventory items in Publications, within three business days after the Agreement Date. If required by law to notify you in advance, we will attempt to contact you either by mail or email regarding the renewal of your Print Ads for the next issue of a Publication. Otherwise, we may automatically renew your Print Ads without notice. If we do not receive a written cancellation notice from you by the Publication close date, we may automatically renew your Print Ads, except for limited inventory items (Section 17), in the next subsequent issue. You are responsible for obtaining a Publication close date by calling Client Care at 844-DEXMEDIA (339-6334).

4. **Digital Term/Revision/Cancellation/Automatic Renewal.** Subject to automatic renewal as described in Section 4 and unless otherwise provided in the Additional Terms, the Initial Term for Digital Ads and/or Services is 12 months or such other period as is set forth in the order section of this Agreement. You may revise or cancel the request for Digital Ads and/or Services, within 21 days after the Agreement Date. We may cancel your Products without notice at any time for any reason. Your Digital Products will automatically renew for successive one-month terms unless we receive written cancellation notice at least 30 days before the end of the Initial Term. If these items automatically renew, they will not appear on successive contracts or confirmation letters. You agree that the then current undiscounted rates and terms and conditions will apply to automatically renewed Products.

5. **Charges/Billing.** You agree to pay the monthly rates identified in this Agreement for the period we provide the Products (and for subsequent terms, the then current undiscounted rates). You also agree to pay any one-time charges listed on this Agreement and any taxes due on your Products. You agree that we may bill you and you agree to pay for Products provided or services rendered even if the full Product or Service is not provided due to your failure to respond, provide required information or content, or your lack of cooperation. **You will receive one annual invoice if your total monthly spend is less than \$25.00. If your total monthly spend is greater than \$25.00 and you elect a monthly billing option which is not scheduled for automated electronic payment (credit card or debit transaction), you agree to pay a monthly invoicing fee equal to \$5.00. At any time you elect to cease using the automated payment or your payment is rejected, we may reinstate the monthly invoicing fee.** If an Issue Period is increased or decreased, charges for Print Ad will continue or stop accordingly. If an Issue Period is increased and your Print Ad is part of a Bundle Product, you remain responsible for the full price of the Bundle should we elect, in our sole discretion, to extend any Digital Ad or Service in the Bundle to align with the extended Issue Period. **We may start billing before we publish, distribute, or provide Products, and monthly billing for Print Ads may continue after we distribute the next issue.**

6. **Payment Terms.** You agree to pay all charges in full by the due date. You agree that you may not withhold any payment for any reason, including any dispute between you and us. We may require full or partial advance payment prior to providing any Products. You authorize us to review your credit history and to obtain your credit report, and you agree that we may report to credit reporting agencies your failure to make payments as required by this Agreement. We may apply payments from you, or monies owed to you, toward amounts owed under this Agreement or any other amounts you owe us. If you pay by credit card, we will bill the card automatically at the start of each billing period.

7. **Late Charges.** We will assess, and you agree to pay, late charges on account balances not paid by the due date (including balances accelerated under Section 8). Late charges will begin to accrue after the due date at a rate equal to the lesser of 18% per annum or the highest lawful rate. In addition, if you submit a check or draft that is dishonored for any reason, you agree to pay, in addition to the face amount of the check or draft, a service fee in an amount equal to the highest lawful amount.

8. **Our Remedies.** If you or your affiliates do not pay all charges by 30 days after the due date, fail to meet any other obligation under this Agreement or under any other agreement between us, or make any Client Representation or warranty that is or becomes untrue, we may, without notice: (i) require you to pay immediately all unpaid amounts you owe and will owe for all Products for the entire term of this Agreement; (ii) remove your Print Ads from any Publication that has not published; (iii) remove, suspend, or modify your Digital Ads and/or Services; (iv) suspend or terminate any Product without liability; (v) recover all collection costs and attorneys' fees; (vi) **redirect to another company possibly a competitor**



or permanently or temporarily disconnect the unique telephone numbers appearing in your Products; and (vii) pursue any other available legal or equitable remedies. If we receive notice from another party contesting your right to use or display a name, trademark, service mark or other content, in addition to the remedies above, we may, without liability to you, cancel or reject the Products until you have resolved the dispute with the other party to our satisfaction.

9. **Limitation of Liability/Disclaimers.** You agree to review the Products immediately after their publication or provision and to notify us in writing of any errors or omissions no later than 30 days after the error is first published or displayed or the Products omitted. You agree that we may provide free advertising pursuant to our then-current policies instead of a refund or credit to your account, and that we will have no liability with respect to any Listings or Products provided to you at no cost. **The total aggregate liability for us and our affiliates for errors in or omission of Products, negligence, any breach of this Agreement, and any other cause of action or wrongful act is limited to, and shall in no event exceed, the lesser of (a) the amount by which the value of the Product(s) was/were diminished or (b) the amount you have paid for the Product(s) giving rise to the liability (the "Liability Cap").** We are not liable for consequential damages, punitive damages, incidental damages, or damages for harm to business, lost revenues, profits, or goodwill, or any other special damages, whether the claim is based on negligence, breach of contract or express or implied warranty, strict liability, misrepresentation, statute, tort, or any other theory of recovery, even if you or we knew such damages could or may result. We disclaim any obligations, representations, or warranties, whether express or implied, that are not expressly set forth in this Agreement including any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, we do not warrant and you expressly disclaim any reliance on any statements or representations, including estimates, not contained in the Agreement, including without limitation the number of responses to your Products, the number of persons who will view your Products, or any other business benefit. The limitations in this Section shall apply notwithstanding any failure of essential purpose under this Agreement. We are not liable to you for any deviation from or change in our policies, practices, and procedures, including without limitation those regarding the placement, position, or location of Products, headings, or categories. **You may increase the Liability Cap with regard to paid Products by agreeing to pay additional charges that will be determined by mutual agreement between you and us.** You may obtain information about this option by contacting us at 844-DEXMEDIA (339-6334). Notwithstanding the Liability Cap, if you purchase advertising for a Maine telephone number in a Maine print directory and we omit that Print Ad or publish an incorrect telephone number in that Print Ad, we will refund all amounts you have paid for the Print Ad and pay you \$500 in liquidated damages unless: (i) you have a correct Print Ad under the same or related heading; or (ii) for an incorrect telephone number, we have made arrangements so that you can be reached at the incorrect number within 60 days after we received notice of the error or omission. If you pay a surcharge equal to 50% of your advertising, there will be no limitation on our liability for errors in or omission of your Print Ads in a Maine print directory. For additional information, call 844-DEXMEDIA (339-6334).

10. **Waiver of Class Action and Jury Trial and Consent to Binding Arbitration.** In any legal proceeding relating to this Agreement, the parties agree to waive any right they may have to participate in any class, group, or representative proceeding and to waive any right they may have to a trial by jury. Any claim, controversy, or dispute that arises under or relates to this Agreement (other than claims to collect amounts you owe), including any dispute regarding any Listing or Product, any omissions, incorrect phone numbers or other errors, and any Product placement concerns, shall be referred by the aggrieved party to binding arbitration under the Commercial Rules of the American Arbitration Association. The arbitration shall occur in Dallas County, Texas unless we mutually agree to another location. All Digital Ads and/or Services shall be deemed to have been provided in Texas. The arbitration hearing shall be held within 6 months after the filing of the arbitration demand with the AAA.

11. **Products/Publication/Distribution.** We reserve the sole right to determine (and may change at any time without notice to you) the design, content, size, geographic coverage, distribution, and appearance of, and the types of advertising offered in our Publications and our Digital Platforms, and how, where, how many, when, and whether they are published, distributed, reissued, or displayed. We may reject all or any portion of the Products at any time and for any reason (even if previously approved). If rejected, we will, as our sole obligation, refund any advance payments for that Product. If we receive allegations of copyright or trademark infringement, we may remove the disputed content immediately. We may change each name, street address, Internet address, and telephone number or any other content to conform to our standards, practices and policies or the policies of any third party on whose site, platform or network any Product is published. We may publish the Products of any other advertiser at any time and at any location in our Publications and in our Digital Platforms. We may redirect calls arising from Products of other advertisers to you in our discretion.

12. **Proofs.** We will make a reasonable effort to provide you with proofs; however, we do not guarantee that you will receive proofs of your Products. If we do provide proofs in time for modifications, you must notify us in writing of any changes/errors before the deadline we set. Otherwise, we will publish the Products as shown and no adjustment will be made. Colors, contrast, photos, font, graphics, and other features may appear differently in the published product and no adjustments will be made for those differences.

13. **Performance Tracking and Call Record.** If you purchase or your Products are supplemented with a Performance Tracking Program, you understand that calls placed to this number will automatically be recorded. To opt out of the recording service you must contact Client Care at 844-DEXMEDIA (339-6334). The recording service will remain active until you opt out. Please review additional terms and conditions related to Performance Tracking and Call Recording at [www.dexmedia.com/terms](http://www.dexmedia.com/terms).

14. **Product Placement.** Except for Products we designate as limited inventory advertising or Products that have a placement guarantee identified in the Additional Terms, we do not guarantee the placement or position of any Product (or the Product of any other advertiser) on or within any Publication, the Digital Platforms or any page, cover, or heading and will not provide any adjustments on claims relating to placement for any Product.

15. **Client Content.** "Client Content" means content you, or any person(s) using your password, supplies to us, posts, or asks us to use in your Products. You grant us, our third party associates and their third party associates a perpetual, royalty-free, sub-licensable, non-exclusive, fully-paid, worldwide, irrevocable right and license to store, use, copy, record, modify, display, publish, publicly perform, distribute (in any form or media), transmit by any means, and create derivative works from the Client Content. You are solely responsible for the Client Content and will produce and deliver all Client Content in accordance with our then current guidelines, procedures, technical requirements, and deadlines. If you fail to comply, we may cancel or suspend your Products.

16. **Our Rights in Content/Copyright/Trademarks.** If we create or supply any content for your Products or design your Products, the content and the Products we create are our sole and exclusive property, except for Client Content and content we license from a third party. We may supply such content to other Clients. You agree that you have no right to use that content or the advertising developed with that content in other advertising or



materials or in any other way, or to permit others to use the advertising or content. You also agree that to the extent you permit us, including orally or by posing for a photo, to record your likeness and/or voice in any medium, then you grant us the right to edit, use, publish, distribute, or display your likeness and/or voice, in whole or in part, for any lawful purpose in relation to your Products or your purchase or use of your Products, in any manner and medium, including but not limited to, advertising, publicity or promotional material online and in print. You agree that we own the copyright in, and all copyrighted portions of, each Publication and Digital Platform. You agree not to use or alter any trademark, trade name, trade dress or any name, picture or logo that is commonly identified with us or our affiliates unless permission is granted by us in writing.

**17. Client's Representations.** You represent and warrant that: (i) you have the unrestricted right to use, and to grant the licenses you grant in this Agreement with respect to, all Client Content and that your licensing of Client Content to us will not infringe any third party copyright or trademark rights; (ii) you and your Products will comply with all applicable laws, orders, codes, regulations and requirements ("Laws"), and you and any individuals listed in your Products have all required licenses to provide the goods and services advertised in all jurisdictions where the Products appear; (iii) you have not made any false or misleading claims in any Product; (iv) in the event you use third-party social media logos or other branding in your advertisement(s), you are and will remain a member in good standing of each social media platform represented with logos and/or branding in your advertisement(s), in accordance with the rules and/or terms and conditions of such platforms; (v) you will comply with our digital privacy policy and terms of use as applicable (vi) you have not requested, and will not use, the Products, or our Digital Platform for any unlawful purpose or business; (vii) you have not violated any contractual or legal obligation by signing this Agreement and requesting us to publish any Product; and (viii) you are or represent the business related to the Products listed above ("Client Representations"). **You will notify us immediately if any of the above becomes inaccurate.**

**18. Limited Inventory Items.** If your Product published in our Publication or Digital Platform is designated as a limited inventory item that is offered in the next issue of the Publication or at the end of your digital product term, you will have right of first refusal for that same item of advertising in the next issue of the same Publication or on the Digital Platform if you: (i) sign a new Agreement to renew the Product at the then current rate prior to the renewal due date we specify; and (ii) have paid all amounts due under this Agreement as of that renewal date. If you do not meet these requirements or if you cancel the limited inventory item, we may immediately offer the advertising item to other interested parties. You may not assign, sell or transfer the right of first refusal granted in this Section.

**19. Fixed Product Bundle/Performance Bundle/Market Buys.** Notwithstanding anything else to the contrary in this Agreement, if you are sold two or more products that comprise a bundle and that bundle is priced as a bundle and not as individual products, should you decide not to use any one or more of such products in the bundle, or if you fail to provide content or anything else necessary to permit one or more products in the bundle to perform as described, we may either charge for the payment of the full price of the bundle in question per the pricing terms of the bundle or charge for the individual products at an a la carte rate. In addition, if you purchase a Performance Bundle and make a change to any item in the bundle, pricing may change. Once any item in a Fixed or Performance Bundle has published, no changes to the bundles are permitted. Market Buy program purchases only include complementary advertising that publishes in appropriate corresponding products as described in the order section. Solution Savings and Product Credits include any discounts you receive related to incentives or claims. In the event this contract is renewed, you will not be charged an additional set up fee related to your Fixed Product Bundles.

**20. Indemnification.** You agree to defend, indemnify and hold us and our agents, representatives, employees, and affiliates harmless from any liability or costs, including attorneys' fees and expenses, resulting from: (a) any breach of a Client Representation; (b) your failure to comply with all Laws (c) any act, omission or fault of you or your employees, agents or contractors in connection with the Products; (d) any claim that the Client Content or other information provided by you violates any applicable law or infringes on any third party patent, copyright, trademark, trade secret or other intellectual property or proprietary right; (e) any communication through your Products or your collection or use of any information obtained through your Products or our Digital Platform; (f) any breach of any applicable export control laws; (g) any transactions initiated through your Products and any payment processing services. You will continue to be obligated by this Section even after the termination of this Agreement.

## **21. REPRESENTATIONS REGARDING CLIENT PROVIDED CONTENT**

You have and/or will submit to us and our affiliates certain photos or other images, video footage, logos, text and/or artwork (all such items, whether in a single submission or multiple submissions being referred to herein as the Content) to include in your Products and/or to be used in connection with a product or service we provide to you. As additional Client Representations you represent and warrant that:

1. The Content was created by you or your employees and you have the unrestricted right and authority to use the Content in any media or medium and in any Product, in the way it is used in such Product, media or medium and to give us the rights granted in the Agreement, or the Content was created by a third party who has given you written permission to use the Content in your Product, media or medium and to give us the rights granted in the Agreement; and
2. If the Content includes the name or a photo or other image or likeness of a person or persons, you have obtained from each such person (or from the parent or lawful guardian of any person who is under eighteen (18) years of age) the unrestricted and perpetual right to use the name, photo, or other image or likeness in the manner contemplated by, and to grant us the rights granted under this Agreement.

You acknowledge that each submission of Content that you make to us or our affiliates, be it offline or online, is made subject to these representations.

**22. Governing Law and Jurisdiction.** You agree that this Agreement will be governed by and construed in accordance with, and all matters relating to or arising under this Agreement will be governed by, Texas law without reference to the laws relating to conflicts of laws. Exclusive venue and jurisdiction for all claims and disputes that are not subject to arbitration pursuant to Section 10 shall be in the state and federal courts located in Tarrant County, Texas.

**23. Entire Agreement.** This Agreement, including any info lines identified on this Agreement, constitutes the entire agreement between you and us and supersedes all prior agreements and representations, whether express or implied, written or oral, with respect to the Products noted herein. In the event of a conflict between the terms of this Marketing Services Agreement and any applicable Additional Terms, the terms of this Marketing Services Agreement shall prevail. In the event of a conflict between the terms of any pre-printed addenda and (i) this Marketing Services Agreement, and/or (ii) any applicable Additional Terms, the terms of the pre-printed addenda shall prevail. You agree not to include any limiting endorsement on a check or other form of payment, and we may cash a check containing a limiting endorsement or accompanied by any limiting instruction without affecting your obligations or our rights. **Neither you nor any Dex Media employee or agent is authorized to change or add to this Agreement or**



any other documents that are part of this Agreement in any way, and any purported change or addition, whether oral or written, is void.

24. Confidentiality. Each party agrees to preserve the confidentiality of all the terms of the Agreement, including all financial provisions, and any information it has received from the other party in the performance of the Agreement which is not publicly available. The parties acknowledge that during the course of the Agreement, a party ("Confidant") may acquire or otherwise gain access to the other's ("Discloser") proprietary or confidential information (collectively, such entity's "Confidential Information"). Confidential Information shall not include any information which is (i) otherwise publicly available through no fault of the Confidant, (ii) rightfully received from a third party in good faith on a non-confidential basis and not derived directly or indirectly from any breach of a confidentiality obligation, (iii) independently developed by the Confidant without use of Discloser's Confidential Information as evidenced by such party's written records or (iv) disclosed pursuant to the receipt by the Confidant of written permission from the Discloser to disclose.

25. Miscellaneous. This Agreement is binding on and for the benefit of you and your successors. We may assign this Agreement, but you may not assign any of your rights or delegate any of your duties under this Agreement without our prior written consent. Except as otherwise set forth in this Agreement, neither you nor we will lose any of our rights under this Agreement, even if you or we do not enforce a right or delay in enforcing a right. Neither party will be liable for any damages arising from acts of God or events outside of that party's reasonable control. If any provision of this Agreement is found to be unenforceable, the rest of this Agreement will remain in full force and effect. You agree that your acceptance of this Agreement, given electronically, will have the same legal effect as if this Agreement had been personally signed in writing by you. Our imaged copy of this Agreement will be deemed a duplicate original for evidentiary purposes.

26. Contact by Us. Following the execution of this agreement, we have the right to correspond with you via email or text. This includes, but is not limited to, promotional offers, terms and conditions, transactional communications, and renewal and unable to contact notices. To opt out of the email communication process, contact Client Care at Client Care at 844-DEXMEDIA (339-6334). To opt out of text, follow opt out instructions included in the actual text message. You agree that we may also contact you regarding your Products, or offers to provide Products, whether by live telephone, recorded message, U.S. mail or other mail, or facsimile. You agree that telephone conversations between you and us or our agents may be monitored and/or recorded (including Recorded Oral Agreements).

