

MSBAdvantage Vendor Information **Updated 05/09**

Program Definition

The **MSBAdvantage** program is the umbrella designation for several discount services and programs available to Minnesota State Bar Association (MSBA) members, their families and employees. These programs add value to the MSBA by providing an on-going revenue stream and by enhancing member retention. The programs add value to our members by providing access to discounted or uniquely tailored products or services.

Benefits to MSBAdvantage vendors

1. Access to well-educated and high-income individuals
Salaries average \$65,000-\$300,000+ for attorneys in Minnesota
2. Access to over 15,000 professionals in the legal community (judges, lawyers, paralegals, etc.)
3. Exclusivity – MSBA provides exclusivity to premiere alliance vendors ensuring competitive programs are not marketed to our members as long as vendor requirements are met. *** Premiere vendors that meet or exceed revenue share and growth goals.*

Our most successful vendors earn over \$2MM in revenue from sales to our members

Vendor types

There are three types of MSBAdvantage vendors (1) Premiere vendors or (2) Affiliate vendors (3) Associate vendors

Premiere vendors receive exclusivity in their category plus the opportunity to market to our members in exchange for royalty payments or cooperative marketing dollars in excess of \$6,000 per year to the bar along with a 6% growth rate. In addition, they receive advertising options and category exclusivity. *Premiere vendors have 3 years to achieve royalty or cooperative marketing minimum.*

Affiliate Vendors receive the opportunity to market to our members along with various advertising options but do not receive category exclusivity in exchange for royalty payments or cooperative marketing dollars in excess of \$500 to the bar.

Associate vendors receive the opportunity to market to our members along with minimum advertising options as long as they guarantee a minimum discount of 10% off the retail price of their product to MSBA members.

Criteria	Premiere Vendor	Affiliate Vendor	Associate Vendor
Product/Service Type	Premiere vendors provide products or services that are purchased or paid by members on an on-going basis, typically in the finance, insurance and business supply sector	Affiliate vendors provide products or services in the education, travel or hospitality sector	Associate vendors provide products or services primarily in the entertainment sector
Member Benefit	A monetary discount or access to an exclusive or special product or service developed for MSBA members	A monetary discount or access to an exclusive or special service developed for MSBA members	A minimum 10% monetary discount off the standard retail rate for MSBA members
Member Discount	No minimum	No minimum	Minimum 10% discount to members
Royalty or co-operative marketing dollars	<i>Must exceed \$6,000 by year three</i>	\$ 500 + \$5,999	Less than \$500
MSBA Revenue stream	Continuous	Ad-hoc	N/A
Growth	6% annually	N/A	N/A
Sales Operation	Vendor provides turn-key sales support as applicable (800#, customer service center, sales applications on MSBA or designated web site and account executive assistance).	Vendor provides turn-key sales support as applicable (local and 800#, internet sales, promotion codes or hard copy and on-line discount coupons).	Vendor provides turn-key sales support as applicable (local number, internet sales option a promotion code or on-line discount coupons).
Service Operation	Vendor provides turn-key service Vendor handles customer inquiries, sales, billing, delivery and complaint resolution <i>MSBA handles frequently asked questions and works with vendor to improve and enhance program</i>	Vendor provides turn-key service Vendor handles customer inquiries, sales, billing, delivery and complaint resolution <i>MSBA handles frequently asked questions</i>	Vendor provides turn-key service as applicable Vendor handles customer inquiries, sales, billing, delivery and complaint resolution
Contact information	Vendor assigns an Account Executive to work with the MSBAdvantage manager and members	Vendor assigns a contact for the MSBAdvantage manager and members	Vendor assigns a contact for the MSBAdvantage manager and a contact number for members
Reporting	Vendor provide sales statistics back to	Vendor provides revenue, royalty, and	Vendor provides applicable royalty and

	MSBA including but not limited to revenue, royalty and customer information (quantity sold, customer names and addresses) on a monthly or as needed basis	customer purchase data (product quantity purchased) on a quarterly basis (calendar year)	customer purchase data (product quantity purchased) on an annual basis by July 31 or February 28 of each year) as applicable
Advertising & Promotion	<p>Advertising and promotion are the primary responsibility of the vendor.</p> <p><i>The MSBA will promote <u>individual</u> programs at all MSBA events (annual convention, CLE's, new member meetings), on web-site, directory, in co-op advertisements, at MN CLE and promotional e-mails (up to six times per year).</i></p> <p><i>MSBA provides lead generation services back to vendors</i></p> <p><i>MSBA provides access to a main page advertising header up to 4 times per year.</i></p> <p><i>MSBA provides up to two free mail list per year plus an "affiliate" discount on subsequent mail lists purchased</i></p>	<p>Advertising and promotion are the primary responsibility of the vendor.</p> <p><i>The MSBA will promote the programs as a group on the web-site, in an annual brochure and in co-operative advertising and e-mails (up to four times per year).</i></p> <p><i>The MSBA provides an "affiliate" price on mail lists purchased.</i></p>	<p>Advertising and promotion are the primary responsibility of the vendor.</p> <p><i>MSBA will promote programs as a group on the web-site, in an annual brochure, in co-operative advertising and e-mails (up to two times per year).</i></p> <p><i>The MSBA provides an affiliate price on the first mail list purchased.</i></p>
Exclusivity	<i>Exclusive arrangement with MSBA, no competitor advertised as long as growth and revenue minimums are met.</i>	<i>No exclusive arrangement provided</i>	<i>No exclusive arrangement provided</i>

Vendor Qualification Details

1. MSBAdvantage Premiere Vendors

Premiere vendors provide products and services specifically designed for our membership. Services are exclusive, or are discounted for our membership. In exchange for a minimum revenue share requirement, these vendors receive an exclusive arrangement whereby the MSBA will not promote competitive offerings to our members. **Exclusivity is tied to revenue and growth performance. As long as vendors meet or exceed expectations, they qualify for exclusivity in their product category.*

Premiere vendor products are promoted by the MSBA through the MSBA web site, directory, seminars, new member kits, fax cover sheets and cross promotions. They provide at least a minimum of \$6,000 in revenue annually for the MSBA, with an annual growth rate of 6% per year, and are obligated to fulfill specific advertising, tracking and complaint resolution requirements (see list of requirements below).

Premiere MSBAdvantage Vendor Criteria:

1. Vendor program must provide a revenue sharing opportunity for the MSBA
 - a. First year revenue share must be greater than \$1,000
 - b. Third year revenue must exceed \$6,000
 - c. Beyond year three revenue growth must meet/exceed 6% per year
2. Vendor program must add value to the MSBA by enhancing MSBA member's personal and/or professional life
3. Vendor program must not be in conflict with current vendor agreements
4. Vendor's must agree to the following:

A. Advertising & Promotion

Be responsible for advertising and promoting the program to MSBA members. *This includes but is not limited to creating and mailing direct mail advertisements to members.*

Obtain approval from the MSBA for all promotional items which are sent to MSBA members and/or use the MSBA trademark logo(s) and/or name

B. Membership lists

Each list can be used only once, for the sole purpose of promoting MSBAdvantage programs and all membership lists provided to Alliance Vendor under the terms of any agreement shall be and remain the sole property of MSBA.

C. Tracking and Reporting

Alliance Vendor will be responsible for tracking and reporting results on a monthly basis. Results include, but are not limited to:

1. Quantity sold
2. Date
3. MSBA Revenue Share

4. Customer names

D. Billing & Collections

Alliance Vendor will be responsible for and bear the risk of loss of all billing and collection from the Program

E. Customer Contact

Alliance vendor will assign one (1) contact for MSBA Member Services Manager to work with on an on-going basis

F. Complaint Resolution

Alliance vendor will be responsible for customer service to MSBA members that purchase products through the MSBAdvantage program, and will resolve member complaints with-in a timely manner (no longer than 4 weeks).

G. Revenue Share Payments

Royalty payments/revenue share payments must be made on a quarterly basis no later than 45 days after each calendar quarter by check or wire transfer. Checks or a wire transfer notification should be sent to the MSBAdvantage along with a report on sales by month for the quarter.

2. MSBAdvantage Affiliate Vendors

MSBAdvantage affiliate vendors provide products or services deemed to be of value by the membership. In addition, the products or services add value to the overall Advantage program portfolio. These vendors provide a minimum of \$500 in revenue share to the MSBA, however exceptions will be made on a case-by-case basis. They do not have an exclusive arrangement with the MSBA, nor are they promoted as individual vendors. They do not have specific advertising obligations, but the affiliate typically sponsors or participates in ad-hoc promotions or trade shows.

Affiliate MSBAdvantage vendor requirements:

1. Vendor program must provide a revenue sharing opportunity for the MSBA or provide value to the membership or the organization.
 - a. First year revenue share must be greater than \$500 or
 - b. Value to membership or organization must be greater than \$500
2. Vendor program must add value to the MSBA by enhancing MSBA member's personal and/or professional life
3. Vendor program must not be in conflict with current vendor agreements
4. Vendor's must agree to the following:

A. Advertising & Promotion

Be responsible for advertising and promoting the program to MSBA members. *This includes but is not limited to creating and mailing direct mail advertisements to members.*
Obtain approval from the MSBA for all promotional items which are sent to MSBA members and/or use the MSBA trademark logo(s) and/or name

B. Membership lists

Each list can be used only once, for the sole purpose of promoting MSBAdvantage programs and all membership lists provided to Alliance Vendor under the terms of any agreement shall be and remain the sole property of MSBA.

C. Tracking and Reporting

Alliance Vendor will be responsible for tracking and reporting results on a monthly basis. Results include, but are not limited to:

5. Quantity sold
6. Date
7. MSBA Revenue Share
8. Customer names

D. Billing & Collections

Alliance Vendor will be responsible for and bear the risk of loss of all billing and collection from the Program

E. Customer Contact

Alliance vendor will assign one (1) contact for MSBA manager to work with on an on-going basis

F. Complaint Resolution

Alliance vendor will be responsible for customer service to MSBA members that purchase products through the MSBAdvantage program, and will resolve member complaints with-in a timely manner (no longer than 4 weeks).

G. Revenue Share Payments

Royalty payments/revenue share payments must be made on a quarterly basis no later than 45 days after each calendar quarter by check or wire transfer. Checks or a wire transfer notification should be sent to the MSBAdvantage along with a report on sales by month for the quarter.

Associate MSBAdvantage vendor requirements:

1. Vendor program must provide a product or service that falls into the “entertainment” sector, is easy to understand and buy and supports the MSBA’s effort to retain and attract members.
2. Vendor must guarantee a minimum discount of 10% off the retail price
3. Vendor program must not be in conflict with current vendor agreements
4. Vendor’s must agree to the following:

A. Advertising & Promotion

Be responsible for advertising and promoting the program to MSBA members. *This includes but is not limited to creating and mailing direct mail advertisements to members.*

Obtain approval from the MSBA for all promotional items which are sent to MSBA members and/or use the MSBA trademark logo(s) and/or name

B. Membership lists

Each list can be used only once, for the sole purpose of promoting MSBAdvantage programs and all membership lists provided to Alliance Vendor

under the terms of any agreement shall be and remain the sole property of MSBA.

C. Tracking and Reporting

No requirements

D. Billing & Collections

Alliance Vendor will be responsible for and bear the risk of loss of all billing and collection from the Program

E. Customer Contact

No requirements

F. Complaint Resolution

Alliance vendor will be responsible for customer service to MSBA members that purchase products through the MSBAdvantage program, and will resolve member complaints with-in a timely manner (no longer than 4 weeks).

MSBA RESPONSIBILITIES

1. On a best effort basis, MSBA will utilize available channels to assist in Program promotion by including the Alliance Vendor in the MSBAdvantage promotions including but not limited to:
 - New member kits, membership renewal packets, benefit publications, meetings, CLE meetings, direct mail, web site, legal news digest, e-mails to members
2. MSBA will not endorse any competitive program during the term of the Agreement as long as vendor meets minimum revenue and growth requirements
3. MSBA will authorize Alliance Vendor to solicit its members by direct mail, advertisements, and vendor trade programs.
4. MSBA will provide membership contact information (contact name and address) to Alliance Vendor at a discounted rate of 50% off current price.

KEY SUCCESS FACTORS FOR MSBA'S MOST SUCCESSFUL VENDORS

1. Develop and execute a targeted Marketing plan
2. Keep lines of communication open with MSBA Member Services Manager
3. Designate a key individual that is responsible for program success

NEXT STEPS

If your company meets the minimum revenue and growth requirements and is interested in becoming an MSBAdvantage vendor, please complete the attached form along with a proposal and email to:

Kameena Anderson
Member Services Manager
kanderson@mnbar.org

If your company cannot meet minimum revenue and growth requirements but is interested in marketing to our members, please review the "mail lists" link on our web-site www.mnbar.org (left hand-side) or go directly to the list at <http://www.mnbar.org/mail-lists.pdf>

MSBAdvantage Vendor Inquiry Form

(please complete this form along with any standard proposal your company may have)

Yes, I'm interested in becoming an MSBAdvantage Premiere Vendor

Yes, I'm interested in becoming an MSBAdvantage Alliance Vendor

Application Date _____

Company Name _____

Address _____

City _____ State _____ Zip Code _____

Contact Name _____

Phone Number _____ E-mail _____

Program Description _____

Do you currently have other revenue sharing programs? ___ Yes ___ No

If yes, please describe your offering (to whom, what is the discount/benefit, what percentage of the target market participates in the program, how long have you been running the program?).

First Year Revenue Share Projections _____

Five Year Revenue Share Projections _____