

# Choice Brochure Order Form And Agreement

**Fax To: (516) 706-3162**

**FAX-BACK to (516) 706-3162**

**From:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Credit Card Information:**

Your personal information is placed on this cover sheet, securely FAXed, and then removed and destroyed for your protection.

<b>Cardholder Name (as is appears on your card)</b>		<b>Cardholder Signature</b>	
<b>Card Billing Address</b>			<b>Card Billing Zip Code</b>
<input type="checkbox"/> <b>Visa</b> <input type="checkbox"/> <b>MasterCard</b> <input type="checkbox"/> <b>American Express</b>			
<b>Payment Method</b>	<b>Credit Card Number</b>	<b>Exp. Date</b>	<b>Code</b>

Contact For Choice Brochure Set-Up	Billing Contact (if different)	Sales Representative	Date	
Company Name	Street Address	City	State	Zip
Telephone Number	Fax Number	Email Address		

### Features Included For The \$550 Set-Up Fee

- 11x17 80 lb. Gloss Stock Bi-Folded
- 9 Choices Of Marketing Copy
- Choice Of Color Schemes
- Placement Of Your Logo
- 9 Designs To Choose From
- Four-Pages Printed in Full Color

Primary Color		
<input type="checkbox"/> Blue	<input type="checkbox"/> Green	<input type="checkbox"/> Brown
<input type="checkbox"/> Red	<input type="checkbox"/> Purple	<input type="checkbox"/> As Shown

Secondary Color		
<input type="checkbox"/> Blue	<input type="checkbox"/> Green	<input type="checkbox"/> Brown
<input type="checkbox"/> Red	<input type="checkbox"/> Purple	<input type="checkbox"/> As Shown

Design				
<input type="checkbox"/> Canvas	<input type="checkbox"/> Cityscape	<input type="checkbox"/> Ranier	<input type="checkbox"/> Lifescapes	<input type="checkbox"/> Lifestyle
<input type="checkbox"/> Growth	<input type="checkbox"/> Generations	<input type="checkbox"/> Nautical	<input type="checkbox"/> Metropolis	

Marketing Copy				
<input type="checkbox"/> Canvas	<input type="checkbox"/> Cityscape	<input type="checkbox"/> Ranier	<input type="checkbox"/> Lifescapes	<input type="checkbox"/> Lifestyle
<input type="checkbox"/> Growth	<input type="checkbox"/> Generations	<input type="checkbox"/> Nautical	<input type="checkbox"/> Metropolis	

Additional Customization			
<input type="checkbox"/> <b>PMS COLOR MATCHING AND HARD-COPY PROOF (\$150)</b>	Primary PMS Color # _____	Second PMS Color # _____	Third PMS Color # _____
<b>ADD YOUR BIO(S)</b>	<input type="checkbox"/> Add a 300-word bio and photo (\$150)	<input type="checkbox"/> Add two 150-bios and photos (\$250)	<input type="checkbox"/> Add three 100 word bios (\$350)
<b>MARKETING COPY UPGRADES</b>	<input type="checkbox"/> EZ Copy Catalog Choose your copy (\$350)	<input type="checkbox"/> Custom Copywriting By The Hour By An API Financial Writer (\$250/hr)	<input type="checkbox"/> Swap brochure photos \$75 each (\$150 for cover)

### Printing Prices

Quantity	200	500	1000	1500	2000	3000
Per Piece	\$3.00	\$2.90	\$2.80	\$2.70	\$2.60	Please call
Total	\$600	\$1,450	\$2,800	\$4,050	\$5,200	

Total Price								
Please add \$40 for Shipping & Handling: For 200-499 brochures, \$60.00 for S&H For 500-2000 brochures.								
<b>Set-Up</b>	+	<b>(Quantity X Cost/Piece)</b>	+	<b>Customization</b>	+	<b>S&amp;H</b>	=	<b>Total</b>
<b>\$550</b>	+		+		+		=	

## Choice Brochure Agreement

Advisor Products Inc. (API) agrees to create Choice Brochure in accordance with specifications above. Company Name as filled in on Page One of this Order Form And Agreement (Company) and Agreement agrees to pay Advisor Products 100% of order price in advance. Authorized signature below means Company accepts all terms of this agreement.

**Additional Charges.** Scanning, typing services, digital art and copywriting or editing are not included in the set-up and design fee.

**Company's Designated Primary Contact.** Company agrees to designate one individual who will be responsible for all decisions about its Choice Brochure. The name of that individual is filled in on Page One of this Order Form as the Primary Contact For Brochure Design. API will work closely with and follow the instructions of this individual. Company agrees that API must follow instructions of this designated individual and will bear the resulting costs of any misdirection. Company agrees that this designated individual has the authority to approve the final brochure.

**Cancellation.** In the event of cancellation by the Company, the following cancellation payment shall be paid by the Company: (A) Cancellation prior to proofs being sent to Company is equal to 50% percent of the total fee as filled in on Page One; (B) Cancellation after proofs are sent to client but before approval is given is 75% percent of the total fee shown on Page One. No refunds after 30 days; credit only.

**Miscellaneous.** This Agreement shall be binding upon the parties hereto and constitutes the entire understanding between the parties.

## EZ Copy Catalog License Agreement

**EZ Copy Catalog.** If Company purchases EZ Copy provided API to use in its Choice Brochure, API owns all right, title and interest in and to all EZ Copy purchased, including, without limitation, the exclusive right to revise and make derivative works from any EZ Copy. Company's use of the copy is limited to use in the Choice Brochure. API acknowledges that its copyright notice will not appear in Company's Choice Brochure. Company may not use EZ Copy in brochures, websites or other marketing materials not created by API without the prior written approval of API. API does not transfer any ownership and Company may not reproduce, transfer, create derivative works from, or transmit, in any form or by any means any of the EZ Copy without the prior written consent of API, except as expressly set forth herein. Company will not use the EZ Copy as a component or the basis of any other marketing materials and will not duplicate in any manner or use the EZ Copy for sale or distribution.

Company shall limit the usage of EZ Copy to uses specifically authorized by this license. This license may not be assigned by Company to any third party without the express prior written consent of API. Neither API nor any of its sources make any warranty, express or implied, as to the accuracy, adequacy, or completeness of information contained in the EZ Copy, which is provided "as is" without warranty as to merchantability, fitness for a particular purpose or use, or results. Neither API nor any of its sources shall be liable for any errors or omissions nor shall they be liable for any damages arising out of use of the EZ Copy, whether direct or indirect, special or consequential. Signature below confirms Company has read and agreed to all of the above fees, terms and disclosures. Copyright notice in the name of Advisor Products shall not accompany the designs when reproduced.

Company agrees to pay the price specified above for EZ Copy Catalog. Company agrees to pay \$250 per hour for an API writer to customize selected EZ Copy. Company may make minor modifications to EZ Copy. If Company modifies EZ Copy such that its modifications cause the EZ Copy no longer to fit into an API Template Brochure that Company has ordered, Company agrees to pay \$250 per hour for an API writer to edit the EZ Copy to fit into the API Template Brochure. If Company engages API to customize EZ Copy, no refund is available after the initial phone interview with the writer is completed. Company gains ownership, including the copyright, in and to its selected EZ Copy only by hiring an API writer to customize the EZ Copy for a minimum of 10 hours at a rate of \$250 per hour minus any discounts.

Company agrees to designate one individual who will be responsible for all decisions about customizing its EZ Copy. The name of that individual is filled in on Page One of this Order Form as the Primary Contact For Brochure Design. API will work closely with and follow the instructions of this individual. Company agrees that API must follow instructions of this designated individual. Please assign an individual in your firm who has the authority to approve the final copy.

Company acknowledges that neither API nor any principal or employee thereof is an attorney or compliance officer and that neither API nor any principal or employee thereof has or shall provide any legal, regulatory, or compliance advice whether professional or otherwise to Company. Company accepts responsibility for all legal, regulatory and compliance-related issues arising out of the content derived from any EZ Copy and agrees to hold API and all of its principals and employees, and any related entities, harmless and free of liability for any economic damages or financial losses arising from any legal, regulatory, or compliance-

### Important Disclosure About Hiring An API Writer To Customize Your EZ Copy

Writing is a subjective matter. Company may feel that EZ Copy customized by API does not contain precisely the right words and ideas to articulate Company's value proposition. Company may find a way to improve the copy. Company is likely to see a need to refine ideas in the customized EZ Copy after an API writer has conducted its interview and written its copy. Developing a marketing message is an ongoing process. Great writing requires rewriting, and then rewriting again and again. The more API writers work with you, the more you will benefit from rewriting.

### Creating Your Brochure Using Text You Provide

Choice Brochure employs template designs to economically provide professional-looking layouts and graphics. All copy must conform to API's designs to properly fit into an API brochure. If Company chooses to provide its own marketing copy, Company agrees to conform to API's design standards as specified in a Workbook API will provide Company. Company may hire an API writer at \$250 per hour to make Company's marketing copy fit in API's template design. Company agrees to pay an initial two-hour minimum copywriting fee (\$500) to hire an API writer to make its copy fit into an API template design and any additional fees at \$250 per hour.

### Custom Graphic Design

For \$150 per hour, an API graphic artist will customize the design of your Choice Brochure, (i.e., creating a graphic that displays Company's advice process or a fact sheet showing Company's portfolio performance track record.) Company agrees to pay an initial two-hour minimum fee (\$300) and any additional design fees billed at the \$150 per hour rate.

Date \_\_\_\_\_ Authorized Signature: \_\_\_\_\_