

# Elite Brochure Order Form And Agreement

Fax To: (516) 706-3162

Primary Contact For Brochure Design		Billing Contact (if different)		Sales Representative		Date	
Company Name		Company Address					
Telephone Number		Fax Number		Email Address			
Cardholder Signature		Card Billing Address (if different from Company Address)					
<input type="checkbox"/> Visa		<input type="checkbox"/> MasterCard		<input type="checkbox"/> American Express			
Payment Method		Cardholder Name		Credit Card Number		Exp. Date	Billing Zip Code

### Features Included For The \$2,100 Set-Up Fee

12 Pages In Full Color	Nine Attractive Designs To Choose From	Features A Letter From CEO Or Principals
80 lb Gloss Text Stock	Choose Your Copy From Our Extensive Catalog	Targeted Marketing To Your Ideal Clients
100 lb Gloss Cover Stock	Marketing Copy For All Types Of Firms	You Logo And Branding Featured
Professionally-Bound Saddle Stitching	Highlights Your Competitive Advantages	Includes Insertion Of Your Bios And Photos
Matching Pocket Folders Available	Custom copywriting by API writers available	Small-Quantity Orders Suit Growing Firms

Choose Your 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

Choose Your 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

Choose Your 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	

### Additional Customization

<b>PMS COLOR MATCHING AND HARD-COPY PROOF (\$150)</b>	Primary PMS Color # _____	Second PMS Color # _____	Third PMS Color # _____
<b>CUSTOM GRAPHIC DESIGN (\$150/hr; two-hour minimum)</b>	<input type="checkbox"/> Portfolio Performance Fact Sheet <input type="checkbox"/> Graphic Showing An Advice Process	<input type="checkbox"/> Swap Brochure Photos \$75 per photo (\$150 for cover)	<input type="checkbox"/> Other _____
<b>MARKETING COPY UPGRADES</b>	<input type="checkbox"/> Custom Copywriting By The Hour By An API Financial Writer (\$250/hr)	<input type="checkbox"/> Hire An API Financial Writer To Write Your Bio(s) (\$250/hr)	

### Printing Prices

Quantity	200	300	400	500	600	700	800	900	1000
Per Piece	10.00	9.50	9.00	8.50	8.00	7.50	7.25	7.00	6.75
Total	\$2,000	\$2,850	\$3,600	\$4,250	\$4,800	\$5,250	\$5,800	\$6,300	\$6750

### Total Price

Please add \$50 for Shipping & Handling: For 200-499 brochures and \$60.00 for S&H For 500-1000 brochures.

<b>Set-Up</b>	+	<b>(Quantity X Printing Cost/Piece)</b>	+	<b>Customization</b>	+	<b>S&amp;H</b>	=	<b>Total</b>
<b>\$2,100</b>	+		+		+		=	

## Elite Brochure Agreement

Advisor Products Inc. (API) agrees to create Elite 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 Elite 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.

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

### Template Marketing Copy License Agreement

**Template Marketing Copy (TMC).** If Company purchase s Template Marketing Copy (TMC) provided API to use in its Elite Brochure, API owns all right, title and interest in and to all TMC purchased, including, without limitation, the exclusive right to revise and make derivative works from any TMC. Company's use of the copy is limited to use in the Elite Brochure. API acknowledges that its copyright notice will not appear in Company's Elite Brochure. Company may not use TMC 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 TMC without the prior written consent of API, except as expressly set forth herein. Company will not use the TMC as a component or the basis of any other marketing materials and will not duplicate in any manner or use the TMC for sale or distribution.

Company shall limit the usage of TMC 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 TMC, 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 TMC, 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 Template Marketing Copy (TMC). Company agrees to pay \$250 per hour for an API writer to customize selected TMC. Company may make minor modifications to TMC. If Company modifies TMC such that its modifications cause the TMC 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 TMC to fit into the API Template Brochure. If Company engages API to customize TMC, 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 TMC only by hiring an API writer to customize the TMC 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 TMC. 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 TMC 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-related issue(s) or any economic damages or financial loss arising as a direct or indirect result of the content derived from the writing services and any TMC.

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

Writing is a subjective matter. Company may feel that TMC 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 TMC 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

Elite 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 Elite 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.