

# Writing Services Order Form And Agreement

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

<b>Primary Contact</b>	<b>Marketing Consultant</b>	<b>Date</b>
<b>Company Name</b>	<b>Company Address</b>	
<b>Billing Address (If Different)</b>	<b>Billing Contact (If Different)</b>	
<b>Telephone Number</b>	<b>Fax Number</b>	<b>Email Address</b>

Type Of Engagement	API Product(s) Covered By Engagement	Price
<input type="checkbox"/> <b>Template Marketing Copy (TMC) Licensing</b>	License available for Choice Brochure, Elite Brochure, or Website	\$350
<input type="checkbox"/> <b>10-Hour Copywriting Engagement with Template Marketing Copy (TMC)</b>	Choice Brochure or Website	\$2,600
<input type="checkbox"/> <b>15-Hour Copywriting Engagement with Template Marketing Copy (TMC)</b>	Choice Brochure, Elite Brochure or Website	\$3,725
<input type="checkbox"/> <b>20-Hour Copywriting Engagement with Template Marketing Copy (TMC)</b>	Elite Brochure or Website	\$4,600
<input type="checkbox"/> <b>By The Hour</b>	Engage an API Financial Writer To Edit or Customize Your Copy for Brochures or Website	\$250 hr

**HOW IT WORKS**

1. You send two copies of all of your existing marketing materials for us to review
2. We provide you with our TMC for you to review and select copy
3. You send us your TMC selections
4. An API writer interviews you and you explain what makes you unique
5. Using your materials, selected TMC, and details from your interview, a draft is written and sent to you by the writer for your comments and approval
6. Your copy is revised based on your comments and presented to you in final form

**IMPORTANT DISCLOSURES ABOUT YOUR MARKETING COPYWRITING ENGAGEMENT**

Writing is a subjective matter. The copy we write for you may not contain precisely the right words and ideas to articulate your firm's value proposition. You are likely to find a way to improve the copy we give you. You are likely to refine your ideas about how to market your services after we have interviewed you and written your copy. Developing your marketing message is an ongoing process. Do not expect it ever to be perfected.

Great writing requires rewriting, and then rewriting again and again. The more time you hire us to work with you, the more you will benefit from rewriting. API will follow instructions of your designated contact and assigning any individual in your firm to manage the copywriting other than the individual who will approve the final copy is likely to result in mixed messages and dissatisfaction with the final copy presented to you.

**FEES AND TERMS**

This agreement is made between Advisor Products Inc. (API) and Company as filled in at top of this order form. Firm agrees to the following terms and conditions.

**FIRST:** Company agrees to pay the price specified above for a Copywriting Engagement. Company agrees to pay \$250 per hour for additional copywriting services if API determines Company has exceeded the number of hours allotted to the Copywriting Engagement purchased by Company. All By the Hour Engagements are billed at a rate of \$250 per hour.

**SECOND:** Company acknowledges that neither API nor any principal or employee thereof is an attorney or compliance officer and neither API nor any principal or employee thereof has or shall provide any legal, regulatory, compliance advice to COMPANY whether professional or otherwise.

**THIRD:** COMPANY accepts responsibility for all legal, regulatory and compliance-related issues arising out of the content derived from API's writing services 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 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.

**FOURTH:** After the initial phone interview with the writer is completed, no refund is available and any additional charges accrued are charged in full.

**FIFTH:** Company agrees to designate one individual responsible for all decisions about its Copywriting engagement and that API must follow instructions of the designated individual.

**SIXTH:** Signature below confirms Company has read and agreed to all of the above terms and disclosures.

**PAYMENT METHOD:**     VISA             MASTERCARD             AMERICAN EXPRESS

\_\_\_\_\_  
Credit Card Number

\_\_\_\_\_  
Exp Date

\_\_\_\_\_  
Name As It Appears On Card

\_\_\_\_\_  
Billing Address Zip Code

# Template Marketing Copy

## How It Works

- 1) Fill in, sign and fax this form to us, agreeing to payment and licensing terms below.
- 2) API emails you its Template Marketing Copy Catalog in a PDF file with instructions.

## Customizing Your Template Marketing Copy

- 1) For \$250 per hour, an API writer will modify your TMC selections to suit your firm and make it fit in a template brochure.
- 2) You may make minor changes to your TMC selections. However, if you modify the TMC yourself and it no longer fits in our template brochure, our personnel will provide editing and copy-fitting services.

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

Writing is a subjective matter. You may feel that TMC we customize for you does not contain precisely the right words and ideas to articulate your firm's value proposition. You may find a way to improve the copy we give you. You are likely to see a need to refine your ideas about how to market your services after we have interviewed you and written your copy. Developing your marketing message is an ongoing process. Great writing requires rewriting, and then rewriting again and again. The more we work with you, the more you will benefit from rewriting. API will work closely with and follow the instructions of your designated contact. Please assign the individual in your firm who will approve the final copy to work with us.

## Fees And Terms

This agreement is made by and between Advisor Products Inc. (API) and the company identified in the Company Name field at the top of this order form, herein referred to as Company as of the date first written above. Company agrees to all of the terms and conditions in this agreement. 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. If Company modifies TMC such that its modifications cause the Template Copy to no longer 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'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. Company agrees that this designated individual has the authority to approve the final brochure.

**You Are Responsible For Following Advertising Compliance Rules.** 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.

## License Agreement.

Advisor Products Inc. (API) owns all right, title and interest in and to all Template Marketing Copy (TMC), including, without limitation, the exclusive right to revise and make derivative works from any TMC. Notwithstanding the foregoing, Company may make minor changes to its licensed TMC without API's permission. Company's use of the template copy is limited to use on an API-hosted website, API Elite Brochure or API Choice Brochure. API acknowledges that its copyright notice will not appear in Company brochures or Company websites. Company may not use TMC in brochures, websites or other marketing materials not created by API without the prior written approval of API. Company is authorized to use no more than the number of TMC sections delineated in the TMC Options table above. API does not transfer any ownership and the 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 material prepared by and will not duplicate in any manner or use the TMC for sale or distribution. The 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. 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. 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.

Date \_\_\_\_\_

Signature: \_\_\_\_\_