

Please type or print clearly.

Company Name \_\_\_\_\_

Billing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Shipping Address (No PO boxes) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Company Representative \_\_\_\_\_ Title \_\_\_\_\_

Special Instructions \_\_\_\_\_

**Your Newsletter Title** — Default Title: Prospect

(You may select any title for your newsletter as long as your title includes your Account name.)

**Printed Newsletter** (200 minimum per issue)

**Your Imprint** Check all that apply.

- Set type for imprint per attached instructions
- Disk with art for imprint enclosed
- Artwork for imprint on file at Newkirk
- Artwork e-mailed to Newkirk at [jryan@newkirk.com](mailto:jryan@newkirk.com)

**First Issue** \_\_\_\_\_

**Quantity per Issue** \_\_\_\_\_

**Distribution** Check all that apply.

- Ship to the shipping address above
- Mail from Newkirk (call for estimate)
- Fold to 8½" × 3½"     Fold to 8½" × 11"

**Imprint Color** Check one.

- Black only
- One color other than black PMS color \_\_\_\_\_ (additional \$75 per issue)

**Electronic Newsletter**

Electronic versions of the newsletter are only available to subscribers of the printed newsletter.

**Format**

- PDF (portable document format)
- HTML (delivery by ZIP format)

**Distribution**

- E-mail to your representative

**Your web page address** \_\_\_\_\_

**Order By Mail** if you are sending artwork for your imprint. Mail to Newkirk, 15 Corporate Circle, Albany, NY 12203.

**Order By Fax at 518-862-3355** if you are not sending artwork for your imprint.

**PRINTED NEWSLETTER**

**Custom Imprint Option**

- ▶ Can include logos and special typefaces.
- ▶ Imprint in black at the top of page one and bottom half of page four.
- ▶ Custom article available on page one.

Your logo and company name are printed prominently in black at the top of page one and at the bottom of page four. The imprint area on page one is approximately 5½" wide × 2½" high. The imprint area on page four is 7½" wide × 2½" high. Please provide the artwork for your imprint on a disk or send to Newkirk by e-mail. If you prefer, Newkirk will typeset your imprint at no additional charge. Also, your imprint can be printed in a color other than black. If you require more than one color in your imprint, please call 518-862-3226 for pricing.

A custom article is available on the right column of page one, under your imprint. If a custom article is not provided, a default article will be used. The imprint area with your custom article is 2" wide × 7½" high. Please provide the file for your article via e-mail. See reverse side of this order form for logo and custom article requirements.

**Specifications.** Quarterly, four-page, full-color newsletter folded to your specified size.

**Imprint Changes.** After your first issue, changes to your imprint will be charged at \$75.

Printed Newsletter	
Quantity per Issue	Unit Cost
100 - 249	\$1.00
250 - 499	.95
500 - 999	.90
1,000 - 2,499	.85
2,500 - 4,999	.75
5,000 or more	Call for pricing
<b>Prices do not include shipping, handling, and applicable sales tax.</b>	
<b>Payment Terms</b>	
Invoices will be rendered after shipment of each issue. Payments of all invoiced amounts are due within 30 days of the invoice date. Interest will be payable on past due amounts at a rate of 2% per month (24% per year).	

**ELECTRONIC NEWSLETTER**

Electronic versions of the printed newsletter are available only to subscribers of the printed newsletter. Choose from two formats: PDF or HTML (delivery by ZIP format). Electronic newsletters can be posted on your Internet site or intranet site or e-mailed to your customers and prospects. See terms on the other side of this order form.

Electronic Newsletter
\$250 per issue. Sales tax will be added, where applicable.

Although efforts are made to comply with legal and regulatory requirements for the presentation of information contained in this publication, Newkirk makes no representation or warranty as to the legal or regulatory sufficiency.

**Questions?**  **Call 800-525-4237** or e-mail [info@newkirk.com](mailto:info@newkirk.com).

**Prospect Newsletter**  
**PRINTED NEWSLETTER AGREEMENT**

**Terms:**

1. Change in Account specifications may be made for subsequent issues with 60 days' written notice. Substantial alterations in original art specifications, however, may require a service charge to cover costs.
2. The agreement may be cancelled during the original publishing period by providing 60 days' written notice. However, a cancellation charge, not to exceed 15% of the total publishing services, will be made to reimburse Newkirk for prepaid expenses incurred in fulfilling this agreement.
3. This agreement is automatically renewed on an issue-to-issue basis after the original period of publication has expired, unless Newkirk is otherwise notified. Cancellation is accepted upon 60 days' written notice. Prices on issues prepared subsequent to the original publishing period are subject to change upon 60 days' written notice.
4. This agreement may be amended from time to time by mutual agreement.
5. This agreement may be assigned by Newkirk without prior written approval.
6. Account agrees to pay all invoices within 30 days or be subject to the late payment fee of 2% a month. Failure to pay invoices on a timely basis may result in Newkirk's suspending delivery of the newsletter or in cancellation of this agreement without notice.
7. Newkirk disclaims all warranties in regard to this publication except as to its title thereto and noninfringement of any copyright. Although efforts are made to comply with legal and regulatory requirements for the presentation of information contained in the newsletters, Newkirk makes no representation or warranty as to the legal or regulatory sufficiency. In no event shall Newkirk be liable to Account for consequential or punitive damages hereunder. Under no circumstances will Newkirk be liable to Account in an amount exceeding the amount paid by the Account under this agreement.
8. This agreement, dated \_\_\_\_\_, covers the period of publication from \_\_\_\_\_ to \_\_\_\_\_ (one year).

Accepted by \_\_\_\_\_

For Newkirk Products, Inc. ("Newkirk")

Dated \_\_\_\_\_

Accepted by \_\_\_\_\_

For \_\_\_\_\_

Dated \_\_\_\_\_

**Prospect Newsletter**  
**INTERNET LICENSING AGREEMENT**

**Terms:**

1. Newkirk hereby grants to Account a non-exclusive license to link to the *Prospect* newsletter copy text for the period and pursuant to the terms stated herein.
2. The Account may use the newsletter copy for its own purposes only and may not offer it for sale or license it to any other party. This license is limited to publishing the copy on Account's Internet website, or sending to customers and prospects through electronic mail, for the time period stated herein.
3. Beginning with the \_\_\_\_\_ issue and continuing for each issue thereafter during the term of this agreement, Newkirk will provide Account with computer files to the newsletter text in PDF or HTML (delivery by ZIP format) format, as soon as practicable after the printing of the newsletter. Account is solely responsible for converting the files for use on its Internet website or for electronic mailing.
4. Each newsletter provided under this agreement and published on the Account's Internet website or sent out as electronic mail shall include with it the following copyright notice (with appropriate year inserted): "Copyright (year) by NPI. All rights reserved."
5. This agreement shall be for four issues. Thereafter, the agreement shall automatically continue on an issue-to-issue basis. After the initial term, the agreement may be terminated by either party on 60 days' written notice. The right to Account to use any copy provided hereunder shall end immediately upon termination of this agreement. In addition, this agreement shall automatically terminate in the event of termination of the agreement between Newkirk and Account under which Newkirk provides Account with the printed version of the *Prospect* newsletter.
6. Account agrees that, at all times during the term of this agreement, it will purchase a minimum of 200 copies of the printed version of the *Prospect* newsletter.
7. Account agrees to pay all invoices within 30 days or be subject to the late payment fee of 2% a month. Failure to pay invoices on a timely basis may result in Newkirk's suspending delivery of the newsletter or in cancellation of this agreement without notice.
8. Account shall provide Newkirk with its Internet web page address so that Newkirk may, from time to time, review the use of the copy it is providing under this agreement. Your website address: \_\_\_\_\_.
9. Newkirk warrants that it owns and/or has the right to license the copy appearing in the *Prospect* newsletter. While care has been taken in preparation of the copy, no warranty, express or implied, is given with respect to the accuracy of the copy. In any event, Newkirk's liability to Account with respect to any copy provided under this agreement is strictly limited to the license fee paid for the specific issue in question.
10. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to any provision of New York law that would require or permit the application of the substantive law of any other jurisdiction, and any legal action with respect to any such disputes shall be brought in the federal or state courts located in Albany County, New York.

Accepted by \_\_\_\_\_

For Newkirk

Dated \_\_\_\_\_

Accepted by \_\_\_\_\_

For \_\_\_\_\_

Dated \_\_\_\_\_

**Artwork Specifications**

**If you are supplying artwork for your imprint:**

- All artwork is in black and white, no color.
- Maximum size for entire imprint area is 5½" W x 2½" H on the top of page one, and 7½" W x 2½" H on the bottom of page four.

**Logo Requirements:**

- Electronic file — provide vector art EPS file or high-quality 300 dpi (dots per inch) TIF on disk.
- Hard copy — provide high-quality, high-contrast physical copy. Your letterhead or a black and white stat is usually sufficient. No foiled or embossed logos.

**Custom Article Specifications**

**If you are creating a custom article:**

- The custom article dimensions are 2" W x 7⅛" H.
- The custom article can be provided to Newkirk via e-mail.
  - Word count limit is 175 words.
- The cutoff date for the custom article is the first week of the month, one month prior to the issue date.
- If you do not provide a custom article for each issue, the default article will be used.