

Please type or print clearly.

Newkirk agrees to prepare and publish its *Construction Industry Niche* newsletter for:

Company Name _____

Shipping Address (No PO boxes) _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Company Representative _____ Title _____

Special Instructions _____

Your Newsletter Title — *Default Title: Perspectives on the Construction Industry*
(Your firm may name the newsletter whatever it wishes.)

Market Area List below the state(s) and county(ies) that define your exclusive market area (per your Newkirk Proposal Worksheet):

State(s): _____ County(ies): _____

Printed Newsletter

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 **info@newkirk.com**

Electronic Newsletter

Electronic versions of the printed newsletter are available for \$250 per year, plus the market area charge (\$20 per 100,000 population per year).

Format

- RTF (Rich Text Format, text only) _____
- Distribution _____
- E-mail address: _____

Annual Market Area Charge (per your Newkirk Proposal Worksheet) + _____

Annual Printed Newsletter Charge

Quantity per Quarter _____ × \$ _____ Unit Cost × 4 issues per year + _____

Masthead/Imprint Set-up Charge (\$25 for Printed Newsletters) + _____

Shipping and Handling (per your Newkirk Proposal Worksheet) + _____

Subtotal _____

Applicable Sales Tax* + _____

Total (annual total must accompany your order) _____

* Please include sales tax in AL, AZ, CO, CT, FL, GA, IL, IA, LA, MD, MA, MI, MN, MS, MO, NJ, NC, OH, OK, PA, RI, SC, TN, TX, VT, WA, WI.

- VISA
- American Express
- MasterCard

_____/_____/_____/_____
Account No.

_____/_____
Exp. Date Cardholder's Zip Code (required)

Cardholder's Street Address (required)

Signature (required for credit card purchasers)

PRINTED NEWSLETTER

Custom Imprint Option

- ▶ Can include logos and special typefaces
- ▶ Imprint in black at the top of page one and page four

Your logo and company name are printed prominently in black at the top of page one and at the top of page four. The imprint area on page one is approximately 7½" wide × 2⅝" high. The imprint area on page four is 7½" wide × 4¾" high. Please provide the artwork for your imprint on a disk, or e-mail an EPS file. If you prefer, Newkirk will typeset your imprint for a \$25 set-up fee. Proofs will be sent.

Specifications. *Construction Industry Niche* newsletter is a four-page, two-color newsletter folded to 8½" wide × 11" high.

Imprint Changes. After your first issue, changes to your imprint will be charged at \$60.

Printed Newsletter

Quantity per Issue	Unit Cost per Issue
100 - 199	\$.75
200 - 499	.70
500 - 999	.60
1,000 or more	.55

Plus the market area charge (\$20 per 100,000 population per year), a \$25 set-up charge for your imprint, shipping and handling, and applicable sales tax.

Subscriptions are payable annually in advance.

Electronic Newsletter

\$250 per year. See terms on reverse side of form.

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.

Questions? Call 800-525-4237 or e-mail info@newkirk.com.

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.

Construction Industry Niche Newsletter
PRINTED NEWSLETTER AGREEMENT

Terms:

1. **Publication Dates:** Your firm's newsletters will be shipped on or before December 31 (Winter issue), March 31 (Spring issue), June 30 (Summer issue), and September 30 (Fall issue). The cutoff date for submitting changes to your imprint is the 24th day of the month, 2 months prior to shipping. For example, the cutoff date for the Winter issue is in October.
2. **Market Area Exclusivity:** Newkirk agrees not to supply competing companies with the above-described *Construction Industry Niche* newsletter within the state(s) and county(ies) listed on the other side.
3. 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.
4. 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.
5. This agreement, dated _____, covers the period of publication from _____ to _____ for four issues of the newsletter. The term will automatically be extended for a one-year period unless your firm notifies Newkirk in writing at least 60 days before the end of the publication period that it does not wish to renew. Newkirk may change the price of the newsletter for the renewal period by notifying your firm in writing at least 90 days prior to the end of the publication period.
6. This agreement and its attachments may be amended from time to time by mutual agreement.
7. This agreement may be assigned by Newkirk without prior written approval.
8. 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.

Accepted by _____
For Newkirk Products, Inc. ("Newkirk")
Dated _____

Accepted by _____
For _____
Dated _____

Construction Industry Niche Newsletter
ELECTRONIC LICENSING AGREEMENT

Terms:

1. Newkirk hereby grants to Account a non-exclusive license to link to the *Construction Industry Niche* 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. Your firm is hereby granted license to reproduce and distribute the copy within the market area(s) specified 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 of the newsletter text in RTF 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 that is reproduced or distributed 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. The term will automatically be extended for a one-year period unless your firm notifies Newkirk in writing at least 60 days before the end of the publication period that it does not wish to renew. Newkirk may change the price of the newsletter for the renewal period by notifying your firm in writing at least 90 days prior to the end of the publication period.
6. 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: _____.
7. Newkirk warrants that it owns and/or has the right to license the copy appearing in the *Construction Industry Niche* 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.
8. 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 Products, Inc. ("Newkirk")
Dated _____

Accepted by _____
For _____
Dated _____