



# Monthly Direct Mail Program SALES CONTRACT

Date: \_\_\_\_\_ First Month To Mail: \_\_\_\_\_

Representative: \_\_\_\_\_

**AN CLIENT SET-UP FORM MUST BE INCLUDED WITH THIS CONTRACT.**

(Please Print All Information)

Customer Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Home Address: \_\_\_\_\_

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

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website: \_\_\_\_\_

MINIMUM ORDER 100 POSTCARDS	QUANTITY		UNIT PRICE	TOTAL
	Program A Postcards & Promo Cards™	Program B Postcards Only		
Geographic Monthly Quantity			\$ .79	\$
Personal Sphere Monthly Quantity			\$ .79	+
Extra Cards			\$ .59	+
(Deposit is equal to quantity x \$ .79)			Deposit	=
			Set-Up Fee	+ 85.00
			<b>TOTAL DUE TODAY</b>	<b>\$</b>

Your monthly bill may vary due to additions and deletions to your mailing lists.

**ESTIMATED MONTHLY BILL** \$  
For Colorado clients, sales tax will apply.

METHOD OF PAYMENT	AUTHORIZATION FOR MONTHLY PAYMENT
<input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> Discover <input type="checkbox"/> American Express	
Credit Card # _____	Security Code _____ Exp. Date _____
Name As It Appears On Card _____	
Signature _____	

This agreement of Program A (Postcards and Promo Cards), Program B (Postcards) shall be effective for a period of 12 months from the date hereof. The customer shall deposit an amount equal to one month's mailing costs and such deposit is non-refundable. The deposit shall be applied to the final amount due New Method Marketing, Inc. at the completion of services. New Method Marketing, Inc. shall have the right to apply any deposit amount to any amount due New Method Marketing, Inc. in the event of a default of the terms of this agreement. \_\_\_\_\_ (Initial)

**BY SIGNING THIS CONTRACT, THE CUSTOMER ALSO CONFIRMS THE TERMS AND GUARANTEES THE OBLIGATIONS SET FORTH IN THIS CONTRACT ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY.**

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

New Method Marketing, Inc. • 14 Inverness Dr. East, Bldg. C-108, Englewood, CO 80112 • 303-799-6090 • 800-824-3983

NMM - White Copy

Customer - Yellow Copy

Representative - Pink Copy

# CLIENT SET-UP FORM

(For Client and Mailing List Information)

**A CONTRACT MUST BE INCLUDED WITH THIS CLIENT SET-UP FORM.**

1. Name \_\_\_\_\_ Company Name \_\_\_\_\_




2. Title:    Sales Associate    Broker Associate    Broker    REALTOR® (if already a NAR member)

3. Designations (indicate GRI, CRS, etc.) \_\_\_\_\_

4. Phone: \_\_\_\_\_    Cell    Office    Direct    Pager    Fax  
 Phone: \_\_\_\_\_    Cell    Office    Direct    Pager    Fax  
 Phone: \_\_\_\_\_    Cell    Office    Direct    Pager    Fax

5. Email \_\_\_\_\_ 6. Website \_\_\_\_\_

7. Company Address \_\_\_\_\_

8. Professional Affiliations:                Other: \_\_\_\_\_

9. Slogan (optional) \_\_\_\_\_

**Postcard Series:**

\_\_\_\_\_

\_\_\_\_\_

**PROOF PREFERENCE**    Email    Fax \_\_\_\_\_

A proof of your Agent Set-up will be faxed or emailed to you for your review. Please designate how you want proof to be sent. We will not print your program unless we receive a signed approval.

**PHOTO & LOGO REQUIREMENTS**

**DO NOT** send any photos from or linked to a website.

- High Resolution 300 DPI At (4.5 x 3.5) "No Smaller!" any larger can be corrected to 300 DPI.
- Set digital cameras on the highest pixel setting or High quality, for the best result.
- E-mail digital photos to: [graphics@newmethodmarketing.com](mailto:graphics@newmethodmarketing.com)  
On subject line write: Postcard Program - (your name).
- Or mail original photo to: New Method Marketing at address below.

**Photo** - Sent by  e-mail or  mail on \_\_\_\_\_

**Logo** - Sent by  e-mail or  mail on \_\_\_\_\_  
(check one) (date)

**MAILING LIST REQUIREMENTS**

**When using a Title Company, please advise regarding list requirements and where to send file information.**

- We will only accept files in the following formats: Excel, ASCII (comma delimited), Text (delimited), CSV (comma separated value), Dbase 3 or Dbase 4.
- E-mail your lists to: [margo@newmethodmarketing.com](mailto:margo@newmethodmarketing.com)  
On subject line write: Postcard Program - (your name).
- Or mail disk to: New Method Marketing at address below.

**Personal Sphere** - Sent by  e-mail or  mail on \_\_\_\_\_

**Geographic Sphere** -  Request sent to Title Co. on \_\_\_\_\_

List sent by  e-mail or  mail on \_\_\_\_\_

**MONTHLY Set-up**



Your Color Photo goes here!

Monthly Corresponding Message to Appear Here (For Use by New Method Marketing)

1. Your Name  
2. Your Title


4. Your Phone #s  
4. Your Phone #s  
4. Your Phone #s  
5. Your E-mail  
6. Your Website

Your Color Logo goes here!


7. Company Address  
8. Professional Affiliations

9. Slogan (optional)



Your Color Photo goes here!



PLACE STAMP HERE

Return Address

Use Office Address  
 Other:

\_\_\_\_\_



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Color Logo goes here!

7. Company Address  
8. Professional Affiliations

9. Slogan (optional)



Your Color Photo goes here!

1. Your Name  
2. Your Title  
Your Phone #  
Your Color Logo goes here!

**SMALL SET-UP**

Date: \_\_\_\_\_ First Month To Mail: \_\_\_\_\_

Representative: \_\_\_\_\_

**A CLIENT SET-UP FORM AND SALES CONTRACT MUST BE INCLUDED WITH THIS FORM.**

Customer Name: \_\_\_\_\_

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

**Please Note:** There are time sensitive cards within the National II à la Card<sup>™</sup> series. These cards are identified by a month in the card description. For Example: NFL Week by Week - July. If you select a card with a designated month, you must use that month when listing your card line-up for the year. We recommend you write down all your national card selections before entering them on the schedule below. All sections of the schedule must be completed to assure accuracy in your mailing program.

**NATIONAL II à la Card<sup>™</sup> SCHEDULE**

Month	Year	Card #	Card Description
January			
February			
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			

Additional Information

# AGREEMENT GENERAL TERMS

The parties agree to the following terms and conditions:

## 1. Scope of work.

- a.) Design and Production. New Method Marketing, Inc. "NMM" shall design, type set, print, and produce postcard programs as set forth in this Agreement.
- b.) Mailing. NMM shall affix labels, tray, tag and mail by bulk mail the postcards and promotional brochures produced for Customer. The mailing dates shall be approximately the 15th through the 27th day of each month but may vary depending on the program frequency subject to this Agreement. NMM has no control of the US Post Office; therefore, NMM makes no guarantees of the actual delivery date and Customer waives any claims against NMM resulting from late delivery to addressees, damage to postcards, loss or other related claims after depositing postcards in the US Post Office.
- c.) Modification All customer requests for modification of work after initial set-up must be in writing and on or before the 20th of the month prior to their mailing month. If the 20th date is on a weekend or holiday, then requests must be executed the day before. Customer requests for modification are the sole responsibility of the customer. Modification includes graphic elements such as photos, logos, fonts, copy on any part thereof and changes to all data, including additions and deletions to existing databases. Modifications and the charge in cost where applicable shall become a part of this agreement.
- d.) Custom Work. Customer acknowledges that the design and printing of postcards on behalf of Customer includes Customer identification and as such is unique and can only be used by or on behalf of Customer. Therefore, Customer shall be liable for all design and printing costs (in addition to any other costs as set forth herein) once the printing has been commenced by NMM, whether or not Customer thereafter cancels the order.
- e.) Materials. NMM shall have the right to choose and/or modify, in its sole discretion, the color of ink, paper, materials used and subject matter.

**2. File Maintenance.** NMM shall maintain customer lists for the Geographic Area and Personal Sphere Area designated herein.

**3. Non-Exclusive Territory.** Customers' Geographic Area shall be non-exclusive and NMM may have more than one customer in the Geographic Area using similar products. However, NMM will use its best efforts to provide exclusivity for a particular series (ie. "Keep'em One Series) in their Geographic Area.

## 4. Property Rights.

- a.) Copyrights. NMM is the owner of all right, title and interest in the design, artwork, photograph, or combination of all work created on behalf of Customer or that becomes a part of any postcard or program. All patents, copyrights, trade secrets and other proprietary rights in or related to the postcards are the exclusive property of NMM whether or not specifically recognized or perfected under applicable law. Customer shall save and hold NMM harmless from any liability arising therefrom.

## 5. Payment Terms.

- a.) Deposit. Customer shall deposit an amount equal to one month's total mailing cost and such deposit is non-refundable. NMM shall have the right to commingle this deposit with other funds. The deposit shall apply to the final amount due NMM or NMM may use, but is not required to use, the deposit to cover payments due but not received. NMM need not apply the deposit to interim amounts due. Failure to pay the amounts due under this Agreement, even if less than the deposit, shall be a breach of the terms herein.
- b.) Credit Card Draft. Customer authorizes NMM to submit a draft or other document to Customer's Credit Card set forth herein in order to satisfy any amounts then due or to become due under this Agreement generally on the 1st day of each month. Declines are subject to additional charges.
- c.) Taxes. In addition to any charges or costs set forth herein, Customer shall pay NMM all applicable sales and use taxes on postcards sold based on the product cost which may vary from the amount set forth herein.

**6. Default.** In the event that Customer fails to make any payment due by the 15th day of each month, NMM shall have the following rights:

- a.) Stop Production. NMM may immediately stop production of any postcards or brochures.
- b.) Stop Mailing. NMM may refuse to mail the postcards or brochures produced on behalf of Customer as of the date of default.
- c.) Late Fees and Interest. NMM shall charge and Customer shall be obligated to pay a late fee equal to 7% of any amount due but not paid by the due date and all unpaid balances shall additionally bear interest at the rate of 1½ % per month.
- d.) Attorneys Fees and Costs. Customer shall be obligated for and shall pay NMM all attorney's fees and costs incurred by NMM as a result of any collection efforts whether or not suit is filed.
- e.) Cumulative. All of the above remedies shall be cumulative and may be exercised individually or collectively.
- f.) No Notice. In the event of default NMM need not provide Customer with any notice prior to exercising any remedies herein.
- g.) Deposits. NMM shall have the right to apply any deposit amount to any amount due NMM under this default provision.

**7. Jurisdiction, Venue and Law.** All suits and claims shall be construed in accordance with the laws of the State of Colorado.

Colorado shall be the sole state with jurisdiction to hear any disputes between the parties. All discovery, hearings or trials shall be conducted in the counties of Denver or Arapahoe, Colorado. All parties waive any right that they may have to a jury trial in the event of any dispute.

**8. Damage Limitation.** EXCEPT AS PROVIDED HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL NMM BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OR LOSSES, WHETHER FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY OF NMM EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID, UNDER THE TERMS OF THIS AGREEMENT.

**9. Term.** This Agreement shall be effective for a period of 12 months (Program A, 12 postcards and 4 promo cards/Program B, 12 postcards) from the date hereof and shall continue thereafter, on a month-to-month basis until NMM has received 30 days prior written notice of cancellation from Customer.

**10. Complete Agreement.** Customer agrees that NMM has made no representations or warranties other than as set forth herein and is not relying upon any other documents or statements made by NMM or its affiliates, agents and/or employees. This Agreement together with the General Conditions set forth in the Welcome Kit is the complete Agreement between the parties.

**11.** NMM reserves the right to adjust its prices to reflect U.S. Post Office increases.