



LYNCH
Publishing, Inc.

Print/Design Quote & Order Form

INTERNAL USE

Date In _____

Order# _____

Sales Rep _____

Client Information

Company _____

Contact _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

Website _____

Project: Size, Quantity, Price

Project Name _____

Flat Size _____

Stock (weight/gloss/color) _____

Ink Colors _____

Folded to _____ Other _____

Special Instructions _____

QTY: _____ QTY: _____

Printing: _____ Printing: _____

Design: _____ Design: _____

Other: _____ Other: _____

Shipping: _____ Shipping: _____

Total: _____ Total: _____

QTY: _____ QTY: _____

Printing: _____ Printing: _____

Design: _____ Design: _____

Other: _____ Other: _____

Shipping: _____ Shipping: _____

Total: _____ Total: _____

***Standard Turn-Around Time: 5-12 Business Days from signed proof.** Working with a tighter deadline? If it is possible to deliver, a \$100 rush charge will be applied.

Design Options

full conceptual design \$150-300

For results-oriented design, our professionals can design your project from concept to completion. In order to design your project, we'd like you to complete a quick questionnaire to help us write copy and choose photos from our vast library of stock photography. You may also know exactly what you want but you do not have any photos/graphics of your own and you are not exactly sure how to express what you would like to communicate. This initial design charge covers any and all revisions no matter how extensive before your project goes to print.

assisted design \$60-120

You know exactly what you want. You can supply all logos, graphics/photos, copy, headline. If you make several changes after seeing the proof or change your mind, you may incur additional charges.

print-from-disc no charge

Maybe you have your own graphic designer or maybe you are your own designer - Lynch Publishing will accept your art - just email us your files or bring them in. Ask for our Art Submission Checklist for file requirements. Since you will not be using our design services, there are not any additional charges - just the cost of printing.

graphic design \$60/hour

estimated design charge: _____

Payment Method (to be completed by Client)

Lynch Publishing requires payment in full at the time the order is placed, after signed proof.

Cash Check C.O.D. (Cash On Delivery)
 MasterCard Visa Invoice (must be pre-arranged)

Credit Card# _____

Exp. Date _____ Security Code (3-digits on back) _____

Cardholder Name _____

Billing Address _____

City _____ State _____ Zip _____

Signature _____

Ok to Proceed (to be completed by Client)

I HAVE CIRCLED THE QUANTITY I WOULD LIKE TO ORDER. I have read and agree to all the terms and conditions of sale of Lynch Publishing, Inc. presented here and in the Terms & Conditions of Sale - Agreement on the reverse side.

Signature _____

LYNCH PUBLISHING, INC. 9927 Stephen Decatur Hwy #16 • Ocean City, MD 21842

410.213.9200 • toll free: 877.213.9220 • fax: 410.213.9240

www.LynchPublishing.com • info@lynchpublishing.com





Terms & Conditions of Sale - Agreement

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Quotation: A quotation not accepted within 30 days may be changed. Quotations are based on the accuracy of the specifications provided. Lynch Publishing, Inc. can quote a job at time of submission if copy, film, disks, or other input materials do not conform to the information on which the original quotation was based.

Order: Acceptance of order shall not be effective until acceptance by Lynch Publishing, Inc. Acceptance by Lynch Publishing, Inc. may be either by notification to client or by commencing to produce work on the merchandise ordered. Canceled orders require compensation for incurred cost and related obligations.

Color Proofing: A color proof is used to simulate how the printed piece will look. Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance and the proof becomes a contract between the client and Lynch Publishing, Inc.

Creative Work: No use shall be made, except by written permission of Lynch Publishing, Inc. for all use of this work and for any derivation of ideas from it and compensation (if any) to be determined by Lynch Publishing, Inc.

Client-Furnished Materials: Artwork, film, photographs, blueprints, disks, or other materials furnished by the client must be usable by Lynch Publishing, Inc. without alteration or repair. Items not meeting this requirement may be repaired by the client, or by Lynch Publishing, Inc. and may be billable. Client-supplied paper must be delivered according to specifications furnished by Lynch Publishing, Inc. These specifications will include correct weight, thickness, and other technical requirements.

Client's Property: Lynch Publishing, Inc. will only maintain fire and extended coverage on property belonging to the client while the property is in Lynch Publishing, Inc. possession. Lynch Publishing, Inc. liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to Lynch Publishing, Inc.

Copyrights: The client warrants that the subject matter to be printed is not copyrighted by a third party. The client also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The client further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the client agrees to indemnify and hold Lynch Publishing, Inc. harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

Design Invoicing: For design work, the client shall only be billed for the hours worked, except for logo design, which is a fixed rate. In the event that you cancel the project after completion, a cancellation fee of 50% of the remainder due will be administered. In the event that you disapprove of your design, your project is subject to cancellation. Any cancellation or delay of more than 30 days will result in the invoicing for the amount of any time, design allotted for this project. All work will remain the property of Lynch Publishing, Inc., but will be available if the project should be resumed at a later time.

Electronic Manuscript or Images: It is the client's responsibility to maintain a copy of the original file. Lynch Publishing, Inc. only has the capacity to maintain work electronically for an amount of time not to exceed ninety (90) days. Lynch Publishing, Inc. is not responsible for accidental damage to media supplied by the client or for the accuracy of furnished input or final input. Until digital input can be evaluated by Lynch Publishing, Inc., no claims or promises are made about Lynch Publishing, Inc.'s ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise.

Indemnification: The client agrees to protect Lynch Publishing, Inc. from economic loss and any other harmful consequences that could arise in connection with the work. This means that the client will hold Lynch Publishing, Inc. harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

Liability: Disclaimer of Express Warranties: Lynch Publishing, Inc. warrants that the work is as described in the purchase order. The client understands that all sketches, copy, dummies, and preparatory work shown to the client are intended

only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed. **Disclaimer of Implied Warranties:** Lynch Publishing, Inc. warrants only that the work will conform to the description contained in the purchase order. Lynch Publishing, Inc.'s maximum liability, whether by negligence, contract, or otherwise, will not exceed the amount specified in the contract. Under no circumstances will Lynch Publishing, Inc. be liable for specific, individual, or consequential damages.

Outside Purchases: Unless otherwise agreed in writing, all outside purchases as requested or authorized by the client are chargeable.

Over-runs or Under-runs: Over-runs or under-runs will not exceed the five (5) percent specified in the contract. Lynch Publishing, Inc. will bill for actual quantity delivered within this tolerance. If the client requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

Personal or Economic Rights: The client warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The client will, at the client's sole expense, promptly and thoroughly defend Lynch Publishing, Inc. in all legal actions on these grounds as long as Lynch Publishing, Inc. promptly notifies the client of the legal action and gives the client reasonable time to undertake and conduct a defense. The client reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper, or infringing upon copyright law.

Preparatory Materials: Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by Lynch Publishing, Inc. remain Lynch Publishing, Inc.'s exclusive property.

Prepress Proofs: Lynch Publishing, Inc. will submit prepress proofs along with original copy for the client's review and approval. Corrections will be returned to Lynch Publishing, Inc. on a master set marked "OK," "OK With Corrections," or "Revised Proof Required" and signed by the client. Until the master set is received, no additional work will be performed. Lynch Publishing, Inc. will not be responsible for undetected production errors if: 1. Proofs are not required by the client; 2. The work is printed per the client's OK; 3. Requests for changes are communicated orally.

Press Proofs: Press proofs will not be furnished unless they have been required in writing in the Lynch Publishing, Inc.'s quotation. It is customary in the industry to charge for any press time lost or alterations/corrections made because of the client's delay or change of mind.

Production Schedules: Production schedules will be established and followed by both the client and Lynch Publishing, Inc. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

Storage: Lynch Publishing, Inc. will retain intermediate materials until the related end product has been accepted by the client. If requested by the client, intermediate materials will be stored for an additional period for additional charge. Lynch Publishing, Inc. is not liable for any loss or damage to stored material beyond what is recoverable by Lynch Publishing, Inc.'s fire and extended insurance coverage.

Terms/Claims/Liens: It is customary in the industry that payment is net cash in ten(10) calendar days from date of invoice as specified. Claims for defects, damages, or shortages must be made by the client in writing no later than the five(5) specified number of calendar days after delivery. If no such claim is made, Lynch Publishing, Inc. and the client will understand that the job has been accepted. By accepting the job, the client acknowledges that Lynch Publishing, Inc.'s performance has fully satisfied all terms, conditions, and specifications. It is customary in the industry that Lynch Publishing, Inc.'s liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damage or as specified. As security for payment of any sum due under the terms of an agreement, Lynch Publishing, Inc. has the right to hold and place a lien on all client property in Lynch Publishing, Inc.'s possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the client is liable for all collection costs incurred.