

Publishing Agreement

The following agreement is between American Images Publishing P.O. Box 8797 Erie, PA 16505 (hereinafter known as **AIP**) and Santa Clara County, 70 West Hedding St., San Jose, CA 95110 (hereinafter known as the **ENTITY**).

AIP wishes to publish an Economic Resource Guide for the **ENTITY**. The **ENTITY** desires to have an Economic Resource Guide to use as a marketing/economic development tool for the community. Now, therefore in consideration of the covenants and promises herein provided, the parties agree:

I. American Images' Performance:

1. **AIP** shall provide at no cost to the **ENTITY** (except as expressly set forth herein) an Economic Resource Guide.
2. **AIP** shall provide all research, writing, photography, type-setting, pre-press, printing, and advertising at its sole cost and expense.
3. **AIP** shall retain all revenues derived from the sale of advertising. The **ENTITY** shall earn a share of revenues by providing a list of prospective advertisers to **AIP** (as set forth in Paragraph II, No. 3). Percentages shared are 5% from \$0 - \$50,000 in revenues; 7.5% on revenues between \$50,000 & \$100,000; and 10% on all revenues over \$100,000, payable upon collection of all revenues from the advertisers.
4. The completed Economic Resource Guide shall be an 8 1/2 x 11" magazine, full color throughout, on glossy stock equivalent in quality to completed samples shown by **AIP**.
5. The total number of editorial pages will be equal to or greater than the total number of advertising pages.
6. The **ENTITY** shall have full control over editorial text as long as they provide requested changes within 5 business days after the draft copy is presented for approval.
7. Within twelve months of the execution of this agreement and delivery of the letters of support, **AIP** shall deliver 2,500 copies of the magazine for every 10 pages of advertising sold. Number of copies delivered shall be apportioned to the exact number of advertising pages and fractions thereof sold (e.g.: 22.5 pages of advertising = 2,500 x 2.25 = 5,625 copies delivered).
8. **AIP** will perfect bind the Guide at 24 or more pages of advertising sold. If the **ENTITY** advertises in the publication @ a full page or more, **AIP** will foil the front cover of the magazine.
9. **AIP** shall hold harmless and indemnify the **ENTITY** against any and all claims, demands, and actions based or arising out of any activities performed by **AIP**, its employees, and/or agents under this Agreement. Upon request, **AIP** shall furnish proof of insurance to the **ENTITY** in the amount of \$1,000,000.

II. Entity's performance:

1. The **ENTITY** shall provide **AIP** with 1,000 copies of a letter of support from an official on original letterhead, having the copy set forth as attached hereto (see Addendum I).
2. The **ENTITY** shall provide **AIP** with 500 of their official #10 business envelopes and such additional envelopes as **AIP** may from time-to-time request for use only in the preparation of the Economic Resource Guide.
3. The **ENTITY** shall provide a list of potential advertisers with contact names and numbers in order to be eligible for revenue sharing. The list must contain approximately 50 leads. If **ENTITY**

fails to provide a list, no revenues will be shared.

4. The **ENTITY** shall distribute the completed Economic Resource Guides to interested businesses and individuals.

III. Miscellaneous:

1. No amendment or modification of this Agreement shall be valid or binding unless the same shall be made in writing and signed on behalf of each party by their respective proper officers duly authorized to do so.
2. If there is lack of interest on the part of the business community to support the project, **AIP** reserves the right to return any and all advertising revenues collected and cancel this contract.
3. Term. This Agreement is effective from _____ 2004 to and including _____, 2006 unless earlier terminated according to section 4.
4. Termination. Either party may terminate this Agreement without cause by giving the other 15 days written notice.
5. Nondiscrimination. **AIP** shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County's policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 503 and 504); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. **AIP** shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall **AIP** discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
6. Alcohol, Guns and Tobacco Products Prohibition. The Economic Resource Guide shall not describe, reference or depict alcohol, guns, or tobacco products in its advertising, editorial text or pictures.

IV. Authorization:

In witness whereof, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers.

Signed:

By: _____ Date: _____

Title: _____

By: _____ Date: _____

Title: _____