

AGREEMENT FOR EARLY VOTING PRINTING AND MAILING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk of _____, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws [MCL168.662(10)], is required to provide actual notice to every registered elector, as to where and when early voting will be conducted in their jurisdiction.
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 68.720h), must file their early voting plan with the County Clerk. One requirement of the early voting plan includes the communication strategy, including how they will inform and notice each elector of the opportunity for early voting, including where early voting will occur, along with the dates and hours of operation of each early voting site.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in printing and mailing notices for the early voting site(s) (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested early voting printing and mailing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the City/Township Clerk and Ottawa County agree as follows:

- 1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to notice all households of each registered elector for each early voting site, for those cities and townships that enter into an Agreement for Early Voting Printing and Mailing Services with Ottawa County. The printing and mailing of the notice will be administered by the County Clerk, through its current Kent Communications Inc. (“KCI”) Contract, who will organize, design, approve, and monitor the notice requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and mail, according to the laws of the State of Michigan, a printed notice specifying the location and hours of operation of the early voting site

for each day early voting is offered and to each registered elector's household, for the City/Township Clerk and the other City/Township Clerks within Ottawa County which are parties to this Agreement, starting January 2, 2026, and concluding its services December 31, 2027.

- B. **The Jurisdictions (“Jurisdictions”) that may enter such Early Voting Printing and Mailing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township; Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **Design and Approval of the Notices:** The County Clerk will be responsible for working collaboratively with KCI to design the notice template for each jurisdiction. Upon receipt of the design or proof, the County Clerk shall forward the proof to the applicable City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with a review period of no less than one (1) week, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, the County Clerk shall notify KCI of any required corrections or authorize the notice for final printing and mailing.
- D. **Early Voting Site Notices:** The County Clerk will be responsible for providing notice, no later than forty-five (45) days before the applicable election, specifying the location of the approved early voting sites and the hours of operation of the early voting sites for each day early voting is offered, to each registered elector entitled to vote at these early voting sites. The County Clerk must provide notice by mail to each registered elector's household. A notice is not required for the November General Election, if an early voting site is established in addition to one or more early voting sites that remain in effect for which notice was previously provided to each elector's household.

If there is a temporary change to an early voting site, no later than 21 days before the first day of early voting for an early voting site, the County Clerk will be responsible for providing notice, no later than twenty-one (21) days before the first day of early voting as to the new early voting site, to each registered elector's household by mail.

- E. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least

thirty (30) days' written notice to the other, except during the statutory blackout period described below. Written notice of withdrawal must be sent to the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and to all participating City/Township Clerk's that are parties to an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice shall likewise be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County.

The parties agree that no withdrawal may occur during the period beginning one hundred fifty (150) days before the statewide August Primary Election in an even-numbered year and ending upon the completion of the county canvass for the statewide November General Election in that same even-numbered year (the "Blackout Period").

Upon receiving written notice of withdrawal, and provided that the notice is submitted outside the Blackout Period and satisfies the thirty (30) day requirement, the County Clerk will issue an approval letter acknowledging the withdrawal, with similar copies to all other participating City/Township Clerks. In such circumstances, the Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal.

If a notice of withdrawal is submitted during the Blackout Period, the County Clerk will issue a letter rejecting the attempted withdrawal, and the jurisdiction shall continue to perform all responsibilities outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

A. **Review and Approval of Notice:** The City/Township Clerk is responsible for reviewing, proofreading, and approving the notice upon receipt of a proof copy from the County Clerk. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies, and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established review period, as defined by the timeframe communicated by the County Clerk at the time the proof is transmitted, to not be less than one (1) week. If no written response is received within that period, the notice shall be deemed approved. No notice shall be finalized, printed, and mailed until written approval is received or approval is deemed granted pursuant to this section.

- B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services estimated in **Exhibit A**. Ottawa County will bill the City/Township Clerk after the County Clerk has paid its invoice to KCI, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.
- C. **Change to Early Voting Site:** In the event of a temporary change to an early voting site, the City/Township Clerk shall, no later than twenty-one (21) days prior to the commencement of early voting at such site, provide notice of the change to the County Clerk as expeditiously as practicable, so as to enable the County Clerk to comply with the statutory twenty-one (21) day notice requirement.

In addition, the City/Township Clerk, or designated staff, shall be responsible for posting, at the former early voting site, a notice identifying the new early voting site, in accordance with the requirements set forth in MCL 168.662(8)(b).

In the event of a temporary change to an early voting site, within 20 days before the start of early voting, the City/Township Clerk, or designated staff shall provide notice in accordance with the requirements set forth in MCL 168.662(11)(a-c).

- 3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
- 4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
- 5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not

less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.

6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2027. This Agreement may be renewed thereafter for three (3) additional two (2) year terms, by mutual written agreement of the parties, entered into no later than one hundred fifty (150) days before the first regularly scheduled statewide or federal election in 2028, 2030 and 2032.

7. **Miscellaneous:**

A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.

B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.

E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.

G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

EXHIBIT A - ESTIMATED COSTS

Description	Charge	Org & Object	Detail	Allendale	Blendon	Chester	City of Coopersville	City of Holland-Allegan	City of Holland-Ottawa	City of Hudsonville	City of Zeeland	Crockery	Georgetown	Holland	Jamestown	Olive	Park	Polkton	Port Sheldon	Tallmadge	Wright	Zeeland	Total	
			Households pulled from QVF on 11/18/2025	7646	2811	812	1732	3391	10095	3074	2410	1995	19988	14341	3740	1877	7720	948	2281	3618	1223	4226	93928	
ELEC1	Printing - Postcard	10114511-676000	\$0.05	\$ 371.36	\$ 136.53	\$ 39.44	\$ 84.12	\$ 164.70	\$ 490.31	\$ 149.30	\$ 117.05	\$ 96.90	\$ 970.80	\$ 696.53	\$ 181.65	\$ 91.16	\$ 374.95	\$ 46.04	\$ 110.79	\$ 175.72	\$ 59.40	\$ 205.25	\$ 4,562.00	
ELEC1	Load File	10114511-676000	\$55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 1,045.00
ELEC1	Programming	10114511-676000	12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 230.00
ELEC1	NCOA Full Service	10114511-676000	0.00345	\$ 26.38	\$ 9.70	\$ 2.80	\$ 5.98	\$ 11.70	\$ 34.83	\$ 10.61	\$ 8.31	\$ 6.88	\$ 68.96	\$ 49.48	\$ 12.90	\$ 6.48	\$ 26.63	\$ 3.27	\$ 7.87	\$ 12.48	\$ 4.22	\$ 14.58	\$ 324.05	
ELEC1	Digital Addressing	10114511-676000	0.017	\$ 129.98	\$ 47.79	\$ 13.80	\$ 29.44	\$ 57.65	\$ 171.62	\$ 52.26	\$ 40.97	\$ 33.92	\$ 339.80	\$ 243.80	\$ 63.58	\$ 31.91	\$ 131.24	\$ 16.12	\$ 38.78	\$ 61.51	\$ 20.79	\$ 71.84	\$ 1,596.78	
ELEC1	Pre-Press	10114511-676000	18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 360.00
ELEC1	Sort & Mail	10114511-676000	0.015	\$ 114.69	\$ 42.17	\$ 12.18	\$ 25.98	\$ 50.87	\$ 151.43	\$ 46.11	\$ 36.15	\$ 29.93	\$ 299.82	\$ 215.12	\$ 56.10	\$ 28.16	\$ 115.80	\$ 14.22	\$ 34.22	\$ 54.27	\$ 18.35	\$ 63.39	\$ 1,408.92	
ELEC1	Prepare Forms	10114511-676000	0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.78	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 15.00
ELEC1	Postage	10114511-676000	0.178	\$ 1,360.99	\$ 500.36	\$ 144.54	\$ 308.30	\$ 603.60	\$ 1,796.91	\$ 547.17	\$ 428.98	\$ 355.11	\$ 3,557.86	\$ 2,552.70	\$ 665.72	\$ 334.11	\$ 1,374.16	\$ 168.74	\$ 406.02	\$ 644.00	\$ 217.69	\$ 752.23	\$ 16,719.18	
			Total	\$ 2,090.25	\$ 823.39	\$ 299.61	\$ 540.67	\$ 975.35	\$ 2,731.92	\$ 892.29	\$ 718.31	\$ 609.57	\$ 5,324.08	\$ 3,844.46	\$ 1,066.79	\$ 578.65	\$ 2,109.63	\$ 335.23	\$ 684.51	\$ 1,034.83	\$ 407.29	\$ 1,194.13	\$ 26,260.93	



3901 East Paris SE
 Grand Rapids, MI 49512
 616.957.2120 phone
 616.957.3026 fax
 kentcommunications.com

Proposal

Renee Kuiper
Ottawa County
 12220 Fillmore St.
 PO BOX 310
 West Olive, MI 46460
Ph: 616-994-4776

Fax:

Proposal 243734.
Date November 20, 2025

Project
 2026 Early Voting Postcard – Color

Variable Color Digital Print & Address 4x6 Postcard on 100# White Coated Cover, Trim to Bleed, Sort & Mail NonProfit

Components
 Postcard

Quantity of 105,000

Services	Quantity	Setup	Minimum	Rate	per	Price
**Printing - Postcard	105,000			\$48.57	/m	\$5,099.76
Load File	19		\$55.00	\$55.00	ea	\$1,045.00
Programming for Digital Print	2		\$115.00	\$115.00	ea	\$230.00
NCOA Full Service	105,000		\$225.00	\$3.45	/m	\$362.25
Digital Addressing	105,000		\$115.00	\$17.00	/m	\$1,785.00
Pre-Press	8	\$40.00		\$40.00	ea	\$360.00
Sort & Mail	105,000		\$90.00	\$15.00	/m	\$1,575.00
Prepare Forms/Verify and/or Del. to PO	1		\$15.00	\$15.00	ea	\$15.00

Total Cost for Services **\$10,472.01**

Estimated Postage	Pieces	Rate	Postage
Std-Reg (Non-Profit)/5-Digit	105,000	0.17800	\$18,690.00000

Total Estimated Postage **\$18,690.00000**

Total Estimated Project Cost **\$29,162.01**

Postage must be paid in advance or on deposit with the Post Office.

Thank you for the opportunity to quote on this project.

Ericka Wujkowski

Account Manager
Phone: 616-957-2120
Fax: 616-957-3026
Email: erickaw@kentcommunications.com

Accepted :

Ottawa County ('CLIENT')

By _____

Name _____

Title _____

Date _____

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

MAIL INDUSTRY TRADE CUSTOMS

- 1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.
- 2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.
- 3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.
- 4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.
- 5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.
- 6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

- 7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

- 8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

9. LABELS: Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

10. INSERTING SEQUENCE: Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

11. OVERAGES: The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

12. DELIVERY SCHEDULES: KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

13. ERRORS IN MAILING: In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall re-mail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The remailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

14. DELINQUENT INVOICES: If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customer's property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

15. BROKER/AD AGENCY/RESELLER: When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

16. TAXES: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

17. SOLE AND EXCLUSIVE REMEDY: The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be remailing as provided in paragraph 13 above. Alternatively KCI may, at its opinion, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to remailing, shall be customer's sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

18. STATE OF MICHIGAN: This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.