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**PRIME ADVERTISING & DESIGN, INC.  
& THE CITY OF RAMSEY RESIDENT NEWSLETTER**  
Published Quarterly  
July 10, 2019

**Prime's Deliverables:**

Prime's Publication Division will:

- Collaborate with City staff to develop informative, insightful and entertaining content. Prime will develop an editorial menu and provide a minimum of one (1) original piece of content authored by Prime Staff. Prime will also provide photography services via staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.
- An enhanced / redesign of the newsletter, allowing for best use of high-resolution images and vibrant design.
- Advertising sales to businesses in and around the Ramsey community.
- Printing up to 10,600 copies of a 16-page OR 24-page 4-color newsletter.
- Direct mailing of up to 10,500 newsletters to all homes, apartments and businesses in Ramsey.
- Conversion from print into a digital edition format for use on City website. The 'turn-page' digital edition includes links to websites and emails of all advertisers, as well as relevant content.

**City of Ramsey Deliverables:**

- The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage. Postage amounts are approximate and final amount will be determined when carrier route list is finalized. Prime Advertising & Design is not responsible for the increase of USPS postal rates and as targeted carrier routes change. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey.
- Editorial content and photography submitted to Prime staff in a timely and relevant manner.
- Editing, proofing and approval of newsletter content.



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**CONTRACT BETWEEN THE CITY OF RAMSEY AND  
PRIME ADVERTISING & DESIGN, INC.  
FOR THE QUARTERLY PUBLICATION OF THE  
CITY OF RAMSEY RESIDENT NEWSLETTER**

This agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the CITY OF RAMSEY, a municipal corporation, hereinafter referred to as "City" and PRIME ADVERTISING & DESIGN, INC., a corporation doing business at 6450 Wedgwood Road North, Suite 100, Maple Grove, Minnesota, 55369, hereinafter referred to as "Prime."

The parties wish to reduce to writing the terms and conditions regulating the production and distribution of said City of Ramsey Resident Newsletter "Newsletter." Based upon mutual considerations contained herein, the parties agree as follows:

**Purpose of Newsletter**

The Ramsey Resident promotes a positive image of the City and is a key vehicle to deliver timely, up-to-date City news and information within the community. An enhanced version of the Resident will be valuable in promoting the economic development for the city, businesses and residents. The Resident is also an important marketing tool for local businesses, allowing them an efficient vehicle to reach every home, apartment and business in the community.

**Size**

The newsletter shall be a 16-page OR 24-page magazine-style publication. Printed on White 70# Matte – 4/4 Full Color with Bleeds, finished size will be 8.25" x 10.75", Collated, Saddle Stitched. Prime reserves the right to increase or decrease the number of pages based on content and participation with notification to the City.

**Advertising**

Prime shall be solely responsible for and may sell space to advertisers on such terms, conditions and at such prices as Prime determines. Prime shall follow the Advertising Guidelines in Exhibit A of this contract. In its contracts with advertisers, the contracts shall clearly state that the City is not a party to the contract and that the advertiser's sole source of recourse is against Prime. Prime will indemnify and hold harmless the City for any and all claims of any kind or nature arising out of the advertisers' content within any publication of said newsletter.

Advertising shall be limited up to 30% percent of the newsletter space. Advertisements will be limited to 1/2, 1/4 and 1/8-page ads. On one page there may be no more than 1/2 of the page dedicated to advertising (either two 1/4-page ads, four 1/8-page ads or one 1/2-page ad).

**Publication Dates**

The newsletter shall be published on a schedule to be determined. Prime shall provide the City with a production schedule based on the City's requested mailing dates. Every reasonable effort will be made by both parties to meet said schedule.



### **Publication**

The City shall be responsible for the preparation and submission of articles and photos for the newsletter. Prime Staff will author a minimum of one (1) original piece of content. Prime will also provide photography services, as needed, via a staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.

Each Newsletter shall contain a disclaimer statement, approved by the City, to the effect that the advertisers offset the costs of the Newsletter and that Prime, not the City, is in total control of the advertising content of the Newsletter. Prime will also receive approval from the City for any special insertions to the Newsletter unless the insertion items are at the City's request.

### **Production**

The City shall be responsible for providing Prime with any electronic copies of articles they would like included, as well as any photos (either electronic or actual) to be published. Prime may also provide photos and/or stock art in the design/layout of the newsletter with final approval by the City. Prime warrants it has rights to the photos and/or stock art it provides and will indemnify and hold harmless the City from any and all claims arising from copyright infringement relating to the use of said photos and/or stock art in the design/layout of the newsletter. Prime shall be responsible, subject to this agreement, for all aspects of production of the newsletter including, but not limited to, design, layout, printing and post-production delivery of all newsletters.

### **Distribution**

Prime, through the U.S. mail, shall distribute the newsletter. Prime is responsible for receiving routes, count information, and mailing of newsletters accordingly. The newsletter shall be distributed to each residential unit, including apartments, townhouses and condominiums, and to each business located within the geographic confines of the City of Ramsey, except for Post Office Boxes. One hundred (100) additional copies of each edition shall be delivered to the City at no charge. Prime shall provide the City with a digital edition of the newsletter for posting on the City website.

### **Publishing Fee**

The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage based on the size of the publication. Printing, postage, and mailing costs will be reviewed quarterly.

Prime Advertising & Design is not responsible for the increase of USPS postal rates or for increases due to targeted carrier route changes. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey. Additional charges will apply to the City when an item(s) is inserted in the newsletter at the City's request. Cost will depend on the size and weight of item inserted. Cost of insertion items weighing more than 1/2 ounce will be handled on a case-by-case basis. Prime shall not insert any item without prior review and approval by the City.

The publishing fee structure is as follows:

- 16-page Newsletter - \$6,500.00 / per issue  
OR
- 24-page Newsletter - \$7,996.00 / per issue.



**Term**

The initial term of this agreement will be for three years publication of the City of Ramsey Resident Newsletter with sales and production starting upon execution of this agreement. This agreement shall automatically renew for another three (3) year term at the end of each three (3) term, unless either party provides notice to the other of its intent to terminate this agreement.

**Termination**

Each party shall retain the right to terminate this agreement by giving 180 days written notice to the other party of such termination.

**Ownership/Copyright**

The City shall own the copyright of the newsletter, provided that each party shall retain ownership rights, including copyright, of their respective independent contributions to the newsletter. As owner of the copyright of the newsletter, the City shall have the right to reproduce and distribute all or part of the newsletter for any purpose.

**Independent Contractor Indemnification**

It is understood and agreed that Prime is an independent contractor and is not an employee of the City. As such, Prime agrees to indemnify, save and hold harmless the City from any and all claims of every kind and nature which may arise out of the advertising content of any Newsletter and Prime's performance of this contract. In turn, the City agrees to indemnify, save and hold harmless Prime for any and all claims of every kind and nature which may arise from the article content of any said newsletter and the City's performance of this contract. Any disputes arising out of this agreement shall be decided according to the laws of the State of Minnesota and venue in a Minnesota court of competent jurisdiction.

In witness whereof, the parties hereto have entered into this agreement as of the day and year first above written.

**CITY OF RAMSEY**

City/Organization

By

Its

Printed Name

Date

**PRIME ADVERTISING & DESIGN, INC.**

Contractor

By

President/CEO

Its

Mark J. Murray

Printed Name

July 10, 2019

Date



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## PRIME ADVERTISING GUIDELINES – Exhibit A

**Advertising Content:** In its agreements with advertisers, the agreements shall clearly indemnify and hold harmless the “City” for any and all claims of any kind or nature arising out of the advertiser’s display advertising content.

Prime shall obtain family-friendly commercial messages and/or advertisements consistent with the following guidelines. Any commercial message or advertisement which contains any of the following characteristics or which is of the type or category listed shall be and hereby are expressly prohibited:

1. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products.
2. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials.
3. Promotion for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.
4. Advertisements containing material that demeans or disparages an individual or group of individuals based on race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, marital or parental status, military discharge status, source of income, or sexual orientation.
5. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.
6. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials.
7. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards or standards of appropriateness for governmental or family audience.
8. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under these guidelines.

All advertising shall conform to guidelines above and must be approved by the “City” before production. The City approval process will require Prime to submit a proof of all proposed advertisements to the City, including content, size and proposed placement. The City retains absolute discretion to reject any proposed advertisement and Prime shall have no claim for damages or other loss related to any such denial and shall further defend and indemnify the City from any claims by advertisers related in any way to the City’s rejection of a proposed advertisement.



**Proposed Advertising Rates\***

| <b>Ad Size</b>  | <b>SPECS (W X H)</b> | <b>ONE</b> | <b>TWO</b> | <b>THREE</b> | <b>FOUR</b> |
|-----------------|----------------------|------------|------------|--------------|-------------|
| <b>1/2 Page</b> | 7.75 x 4.5           | \$755      | \$735      | \$695        | \$635       |
| <b>1/4 Page</b> | 3.75 x 4.5           | \$485      | \$465      | \$425        | \$365       |
| <b>1/8 Page</b> | 3.75 x 2.125         | \$299      | \$279      | \$239        | \$179       |

\*Final prices to be determined and subject to change at Prime's discretion.