

# ***AScribe***

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## SINGLE RELEASE AGREEMENT

Please sign and return with your Order Form to AScribe by mail, or fax to 510-597-3625.

AScribe, The Public Interest Newswire, is an information distribution service that transmits and publishes news releases and other information on behalf of universities, medical centers, research labs, foundations, corporations, public relations agencies, public policy groups and other organizations.

The Undersigned (henceforth referred to as the Undersigned):

1. Agrees that this Agreement is effective as of the date it is accepted by AScribe. The terms of this agreement and the Conditions of Service & Definitions on the reverse side shall apply.
2. Grants to AScribe a non-exclusive worldwide right and license to republish and further distribute (with the right to sublicense others to republish and further distribute) the Information to or via Traditional Media and New Media (as defined on the reverse side).
3. Agrees that this license and the right to sublicense includes the right to integrate and distribute any and all Information together with any other information.
4. Represents and warrants that it has the right to send this Information to AScribe and that no Information will be sent that violates any copyright, or right of privacy or publicity, or other right of any person.
5. Represents and warrants that publication and distribution of this Information by AScribe will not violate any copyright, or right of privacy or publicity, or other right of any person.
6. Represents and warrants that no Information sent to AScribe will contain material that is libelous, slanderous, defamatory, false or misleading.
7. Agrees that it is responsible for the accuracy of news releases sent to AScribe and indemnifies and holds harmless AScribe and its employees, contractors, officers and directors from any claims, losses, damages and costs (including reasonable attorneys' fees) arising out of the Information sent to AScribe or out of AScribe's distribution or publication of the Information or any breach of the foregoing representations and warranties.
8. Agrees that AScribe may reformat or edit any Information to meet common industry technical standards necessary for proper operation of distribution systems; that AScribe may reformat or edit any Information to meet the standards of the Associated Press Stylebook; and that AScribe also reserves the right to refuse copy. AScribe's sole liability for any editing errors it makes shall be to correct such errors promptly upon discovery.

AScribe's services are provided "as is." AScribe expressly disclaims any and all warranties, whether express, implied or statutory, including without limitation any warranties of merchantability and fitness for a particular purpose. In no event shall AScribe's liability to The Undersigned exceed any fees paid by The Undersigned to AScribe. Furthermore, in no event shall AScribe be liable to The Undersigned for any indirect, consequential, special, exemplary or incidental damages.

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
(signature) (print name & title)

## Conditions of Service & Definitions

1. These conditions of service apply to all copy, content, materials, and other information (collectively "Information") submitted to AScribe by the Undersigned.
2. "Traditional Media" includes, but is not limited, to newspapers, magazines, trade publications, radio, television, and news wires. "New Media" includes, but is not limited to, Internet- or Internet-II-based services, portals, hubs, broadcasters, web sites, and providers of databases.
3. Undersigned agrees to pay in advance a one-time fee of \$375.
4. This agreement is governed by the laws of the State of California as if made between California residents. This agreement represents the entire understanding of the parties, supersedes all prior agreements between the parties, and may only be amended in writing signed by both parties.
5. This agreement may be executed in counterparts each of which shall be an original, but all of which together shall constitute one instrument.

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## CREDIT CARD INFORMATION

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Name as appears on card

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Date

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Expires ( MM / YY)

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Card Number

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Security Code

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Billing Zip Code

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\$375.00  
Amount of Charge

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Authorized Signature

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## SENDING INSTRUCTIONS

1. Fax the completed Release Agreement with credit card information and a copy of the release on your organization's stationery or letterhead to AScribe's Newsroom Manager at 510.597.3625.
2. Save your release as a plain text document in whichever word processor application you use.
3. Copy the plain text message and then paste it inside the body of an email message, and send it to

[now@ascribe.org](mailto:now@ascribe.org)

Your release will be delivered automatically to our news-handling system and queued for processing.

*Please do NOT send your release as an attachment or as a forwarded email. (They contain hidden characters and format codes which will not allow proper processing by our system.)*

It's important to send plain-text message, rather than an HTML or MIME file. If you are not sure if your e-mail program is sending plain text, ask your in-house computer expert or call us and we'll test it.

Please do not send your news releases to any address other the address above. It is the only mailbox that automatically queues your release for delivery and alerts us to its arrival.

### Confirmation of receipt

When members send a news release, AScribe replies with an automatic confirmation message acknowledging receipt of the release to the person who transmitted it. This message helps ensure that nothing is lost in transmission. If you send your news release and do not receive a confirmation message in ten minutes, please check the address and try again. If you still receive no confirmation, please call us at 510-653-9400.

### Confirmation of transmission

When AScribe transmits your release to newsrooms, you will receive a second confirmation notice advising you that your release has been distributed. This second confirmation usually goes to the person who sent us the release *and* to the person/s listed as the media contact/s. After receiving this confirmation, you know your release has moved on the wire.

Further questions? Please call us at 510-653-9400 and we'll be happy to help.