



# Ad Agreement

Advertiser Company Information:

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Print Advertising Agreement:

We agree to advertise in Dayton Crossroads Magazine at a cost of \$\_\_\_\_\_. Please check the issues in which your ad is to appear.

Feb/Mar  May/Jun  Aug/Sep  Nov/Dec

Ad Size:  Full Pg  1/2 pg  1/3pg  1/4 pg  Business  Card

Front  Cover with 2 page story inside.  Add 4 - 1/2 pg ads for special rate

Back  Cover Add 4  - 1/2 pg ads for special rate

*Note: Ad size may increase or decrease over the course of the contract (corresponding rate charge for that size ad would apply, but there will be not additional penalty for the change.)*

*All Submissions, Changes or Cancellation must be received in our office by the closing date, which is the 20th day of the month prior to distribution— i.e. Jan. 20th, April 20th, July 20th, Oct. 20th.*

**All ad agreements, per the terms and conditions set forth on the reverse of this agreement, not fulfilled by the advertiser will be charged the difference of the discounted contract rate and the one time rate, per the rate sheet, for each ad that has run in the magazine. The advertiser agrees to pay this early termination penalty.**

**Advertiser agrees with terms and conditions set forth on the reverse side of this agreement.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Rep: \_\_\_\_\_ Date: \_\_\_\_\_

All advertising invoices are due upon and not after Jan 20th, April 20th, July 20th or Oct 20th. Check are payable to Dayton Chamber of Commerce. Credit cards are expected with a 3% surcharge.

Credit Card # \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CCV: \_\_\_\_\_

## Terms & Conditions of Advertising Contract for Dayton Crossroads Magazine.

1. Advertiser and its agency, if any ("Advertiser"), agrees to the rates set forth in the current rate card, which is incorporated herein by reference. All ads scheduled which are canceled by the advertiser, will be short-rated. Which means that all ads that have been run when a contract is cancelled will be charged the 1 time, non-discounted, rate. The Advertiser further agrees to send payment with advertising order and contract. The Advertiser is liable for all monies due for ads placed or contracted for in accordance with the Agreement.

2. Publisher reserves the right to place advertisement wherever they deem appropriate; unless otherwise agreed upon. The word "advertisement" will be placed with copy that, in the publisher's opinion resembles editorial matter.

3. Publisher is not responsible for any loss or damage to any material of the Advertiser while such material is in transit, or in the possession of the Publisher.

4. Advertiser is solely responsible for and assumes full liability for the contents of its advertisement and they warrant & represent that nothing contained in its advertising material infringes upon, in whole or in part, any copyright, trademark or right of privacy of any third person, firm or corporation and they represent that it is authorized to publish the entire contents and subject matter of the advertisement covered by this contract. In the event of claims for unfair competition, copyright infringement, actions or proceedings based on the contents, Advertiser will hold publisher harmless and indemnify for all legal costs, without limitation on such indemnities.

5. Advertiser recognizes that the quality of reproduction of an advertisement is dependent on the quality of the material furnished by the Advertiser, including, and without limitation, the quality of the graphics, copy, type, etc.

6. Advertiser recognizes and agrees that the Publisher shall not be liable for: a) Delays in publication of the magazine b) Failure to publish the magazine at the specified time c) Defects in quality (i.e. errors or omissions)\* where such defects are not solely the fault of Publisher; but, where they are, the Publisher's liability in no event shall be more than:

1. Returning all or a portion of the fee; or

2. Running a replacement/comparable advertisement; or running another ad at a reasonable discount, which discount shall be proportionate to the degree of error or extent of the defect; \*(Note: Defects in quality or errors and omissions, are subjective in nature. As a general rule, if the printed matter in the ad is legible, and/or the name, address and telephone number of the Advertiser are legible, and if the reproductive quality of the advertisement falls within the margins of error allowed within the publishing industry, the advertisement shall not be considered defective.

Allowances for defects in quality shall be at the sole discretion of the Publisher.) d) Suspension for the publication by the Publisher, in which case advertiser may expect a full refund.

e) Distribution or deadline changes f) Claims for defamation of character or libel. Advertiser will hold Publisher harmless and indemnify the Publisher for any and all costs of the claims.

7. The Publisher, in its sole discretion, may accept or reject all materials submitted for advertising. Publisher reserves the right to refuse to publish any material not in keeping with the style and standards of their editorial philosophy and format. If any advertising is not acceptable the Publisher may either: a) Refuse to accept the advertising submitted; or b) Require, as a condition to publication, modifications that meet the style and standards that are acceptable. \*The Publisher's decision in these matters is final, binding and not subject to appeal.

8. All cancellations of advertisements must be in writing and received no later than the 20th of the month prior to the date of issue. Changes in copy may be made up to the closing date; but all changes must be in writing.

9. Advertisers will be responsible for charges for additional prep or production work required to publish the ad.

10. Advertiser may not assign this Agreement in whole or in part without the prior written consent of the Publisher.

11. In the event that an action, suit or legal proceedings are initiated or brought to enforce any or all of the provisions of this Agreement, or to collect any monies due under this Agreement, the Publisher shall be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper.

Publisher's entitlement to reasonable attorneys' fees and costs also applies to any appellate proceedings.

12. This document constitutes the entire Agreement between the parties and supersedes all prior Agreements, understandings and proposals (whether written or oral) with respect to matters covered herein. No changes, modifications, alterations or amendments shall be effective unless made in writing by the parties with the same formality as the Agreement.

13. This Agreement shall be deemed executed in the State of Texas, and shall be interpreted and construed in accordance with the laws of the State of Texas relating to contracts made and performed therein.

14. No waiver by the Publisher of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or fault or in any way affect any of the terms and conditions of this Agreement.

Publisher: Dayton Chamber of Commerce