



National Association of Independent Artists



ADVERTISING AGREEMENT

This AGREEMENT is made on _____
(date)

between _____
(company name)

(hereinafter referred to as "Advertiser") of _____
(city, state)

and the National Association of Independent Artists, "NAIA" (hereinafter referred to as "Publisher"). This Contract for an advertising order is made and accepted according to the specifications, terms and conditions set out below:

ADVERTISING AGREEMENT

Advertiser Name _____

Contact Person _____

Billing Address _____

City, State, Zip _____

Street Address _____

City, State, Zip _____

Business Phone _____

Business Fax _____

Email _____

Please Make Selections Below

Frequency: ____ One time ____ Two times ____ Four times ____ Six times

Indicate Color: ____ Full Color ____ Black & White

Specify Advertisement Size and Dimensions: _____

Notification of any changes of advertisement size, color, copy, artwork, etc. must be made by the closing date.

____ Digital file enclosed

____ Digital file to be supplied by the deadline

Refer to Rate Sheet for applicable space rates, deadlines and publication dates.
Advertising Contract Terms and Conditions. **Signature required.**

1. The Advertiser agrees to the rates set forth in the current rate sheet. Cancellation of space reservations and contracts by the Advertiser will result in an adjustment of the rate (short-rate charge) based on past and scheduled insertions to reflect the actual space used at the earned frequency rate or volume rate. Cancellation must be received by the closing date or Advertiser will be held responsible for payment of space reserved.
2. Any change in advertisement (size, color, copy, artwork, etc.) must be made by the closing date. Contract ads will be repeated as run in previous issue unless new material is received by the due date.
3. The Advertiser may be charged for any additional preparation or production work required to publish the advertisement.
4. The Advertiser, and its agency, if any, are jointly and severally liable for all monies due for advertisements placed or contracted for in accordance with this agreement. It is understood that all orders accepted for space are subject to the NAIA's credit and payment requirements. Advance payment is required with order/contract from new advertisers and for one-time and two-time advertisement placements.
5. The Advertiser acknowledges that the Publisher reserves the right to change its rates at any time after this Agreement is executed upon written notification from the Publisher; the Advertiser agrees they will be subject to the new rates then in effect.
6. The Advertiser acknowledges that positioning of advertisements in the magazine is at the discretion of the Publisher.
7. The 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 for more than three months.
8. The Advertiser (and its agency, if any) is solely responsible for and assumes full liability for the contents of its advertisement. The Advertiser (and its agency, if any) warrants and represents 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.
9. The Advertiser (and its agency, if any) represents that it is authorized to publish the entire contents and subject matter of the advertisement covered by this contract. In consideration of Publisher's acceptance of such advertisement for publication, the Advertiser (and its agency) shall indemnify and hold harmless the Publisher against loss or expense resulting from any claims, actions or proceedings based on the contents or subject matter of such advertisement, without limitation on such indemnities.
10. The Advertiser recognizes that the quality of reproduction of an advertisement is largely dependent on the quality of the material furnished by the Advertiser to the Publisher, including without limitation, the quality of the photographs, digital files, etc.
11. The 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; c) distribution or deadline date changes; d) defects in quality (i.e. errors or omissions) where such defects are not solely the fault of the 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 for the defective advertising; or 2) running a replacement advertisement (or "comp"); or running another advertisement at a reasonable discount, which discount shall be proportionate to the degree of error or extent of the defect.
12. The Publisher, in its sole discretion, may accept or reject all materials submitted for advertising. The Publisher reserves the right to refuse to publish any material not in keeping with editorial philosophy, style or standards of the NAIA or "*The Independent Artist.*"
13. The Advertiser may not assign this Agreement in whole or in part without the prior written consent of Publisher.

