

Advertising Contract for Annual 2012 BIA-Hawaii Membership Directory

Advertiser / Company Contact

Address City State Zip Code

is here by authorized to insert advertising in the 2012 BIA-Hawaii Membership Directory with the following specifications:

Size	Color	Rate
Special Instructions		

Advertiser

Publication

Signature Date

Signature Date

Printed Name

Printed Name

Terms and Conditions to the Advertising Agreement: The Advertisers and/or Agency and the Publisher agree as follows:

1. All terms and conditions stated on the Rate Card in effect at the date of this contract are incorporated by reference and shall be binding throughout the term of this contract subject to line 2. 2. Publisher shall have the right upon 90 days written notice to make changes in rates, terms and/or conditions. In the event of a rate increase only, the advertiser shall have the right to cancel this contract without rate adjustment or penalty, provided that the advertiser's written cancellation is delivered to the Publisher within 60 days from the date the Publisher delivers its notice of a rate increase. 3. Verbal orders are binding unless cancelled in writing prior to the Publisher's space closing date. 4. Any advertising cancelled after the space closing date will be billed at 100% of the contracted rate. 5. Insertion orders sent by Agencies bind both the Agency and the Advertiser to the terms and conditions of this contract. 6. The Advertiser and Agency are jointly and severally liable for payment of all advertising costs and other charges under this contract. 7. If the Advertiser fails to use the amount of space contracted for, the Advertiser shall pay the difference, if any, between the charges for which the Advertiser has been billed based on the agreed upon amount of space, and the charges based on the higher rate which becomes applicable by reason of the reduction in the amount of space used by Advertiser. 8. Accounts are due and payable upon the space closing of the publication. Accounts not paid in full shall be considered past due and Publisher may void this contract at its discretion. All accounts 30 days past due will accrue interest at the rate of 1% per month until paid. If any indebtedness is referred to a collection agency or attorney for collection, or if a suit is brought for the collection there of, Advertiser and Agency (as applicable) shall be liable for all costs of collection. 9. If Advertiser and/or Agency fail to pay the invoiced amount within thirty days, Agency and/or Advertiser shall forfeit any and all discounts from the gross amount invoiced, and Agency shall forfeit any and all commissions. 10. Publisher reserves the right to reject or refuse any advertising copy. 11. Commercial copy, negatives, art, photography and/or other production materials are to be provided by the Advertiser or Agency (as applicable). If such advertising materials are provided by Publisher, it shall remain the property of Publisher until such time as the invoice for the same is paid in full. Any artwork or other production services will be billed to the Advertiser. 12. In the event any advertising contains any errors though the fault of the Publisher, Publisher shall not be liable for any damages other than the rate charged for the subject advertisement. 13. Advertiser assumes full and complete responsibility for the content of all advertising copy submitted, printed and published pursuant to this contract, and shall fully indemnify and hold Publisher harmless from and against any and all demands, claims, suit, liabilities, costs and expenses of any nature whatsoever, including reasonable attorneys' costs and fees, arising directly or indirectly from the Publication of any advertisement. 14. Each person who executes this contract on behalf of a corporation or any other entity represents and warrants to Publisher that he/she had the authority to do so, and agrees to indemnify and hold Publisher harmless from any claim that such authority did not exist. 15. This contract will apply to all Insertion Orders entered into between Publisher and Advertiser/Agency unless amended or modified by mutual agreement of the parties.