



**Contract/Insertion Order for Advertising**

Note: This Contract/Insertion Order for Advertising is applicable to any and all publications of the **Colorado Medical Society** (hereafter "CMS") 7351 Lowry Boulevard, Suite 110, Denver, CO 80230

Phone (720) 859-1001 ext. 6310 Fax (720) 859-7509 E-mail: Mike\_Campo@cms.org

*We hereby apply to become an Advertiser in CMS' publication: Colorado Medicine. We understand that upon acceptance by CMS, this application becomes a contract under the terms and conditions set forth here, which we have read, understand and accept. Please type or print very clearly:*

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

Contact: \_\_\_\_\_ E-mail: \_\_\_\_\_

Type of product/service: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CMS Publication: Colorado Medicine (circle your preferred option and initial)**

**Option 1. One-sixth (1/6<sup>th</sup>) page** Black & White ad (horizontal 4 11/16" x 2 5/16" or vertical 2 3/16" x 4 3/8")

Three (3) placements, priced at \$250 per ad placement \_\_\_\_\_

Six (6) placements, priced at \$230 per ad placement \_\_\_\_\_

Check here \_\_\_\_\_ and initial **if you prefer 4 color ad**, which is \$95 more per ad placement

**Option 2. One-third (1/3 rd) page** Black & White ad (square 4 5/8" x 4 3/4" or vertical 2 3/8" x 9 7/8")

Three (3) placements, priced at \$365 per ad placement \_\_\_\_\_

Six (6) placements, priced at \$335 per ad placement \_\_\_\_\_

*Check here \_\_\_\_\_ and initial **if you prefer 4 color ad**, which is \$175 more per ad placement*

**Option 3. One-half (1/2) page** Black & White ad (horizontal 7" x 4 3/4" or vertical 4 5/8" x 7 1/4")

Three (3) placements, priced at \$575 per ad placement \_\_\_\_\_

Six (6) placements, priced at \$525 per ad placement \_\_\_\_\_

*Check here \_\_\_\_\_ and initial **if you prefer 4 color ad**, which is \$250 more per ad placement*

**Option 4. Two-thirds (2/3 rd) page** Black & White ad (horizontal 7 1/4" x 6 7/8" or vertical 4 1/2" x 9 1/2")

Three (3) placements, priced at \$700 per ad placement \_\_\_\_\_

Six (6) placements, priced at \$650 per ad placement \_\_\_\_\_

*Check here \_\_\_\_\_ and initial **if you prefer 4 color ad**, which is \$335 more per ad placement*

**Option 5. Full-page**, Black & White ad (Bleed size 8 1/2" x 11 1/4")

Three (3) placements, priced at \$855 per ad placement \_\_\_\_\_

Six (6) placements, priced at \$795 per ad placement \_\_\_\_\_

*Check here \_\_\_\_\_ and initial **if you prefer 4 color ad**, which is \$500 more per ad placement*

## **1. Payment**

The following are the terms of contracts for sale and purchase of advertising space in any and all publications of the CMS, hereinafter referred to as the "Publisher," and in agreement with advertisers and/or their advertising agencies, hereinafter referred to as "Advertiser" and "Agency," respectively.

- (a) If the Advertiser and /or Agency is placing an advertisement for the first time with CMS, then the Advertiser and/or Agency agrees to pay the full amount for the first advertising placement covered by this contract on or before the 15th of the month preceding the month in which the advertising is published, unless otherwise stipulated in this contract.
- (b) After the first payment in-full has been received by CMS from Advertiser and/or Agency, then Advertiser and/or Agency will pay the full amount of all subsequent invoices from CMS within thirty (30) days of receipt of said invoices, unless otherwise stipulated on the face of this contract.
- (c) Advertiser and/or Agency agree to pay late charges of 1.5% per month of any unpaid balance. Further, CMS will not publish future ads for Advertiser and/or Agency until past due invoice balances are paid in-full.
- (d) Color separations must be paid for in advance.
- (e) No cash discounts.
- (f) Advertising space sales to recognized advertising Agencies is commissionable at fifteen percent (15%) of contract to those Agencies, provided that Agency provides CMS with Camera Ready artwork.
- (g) Upon failure to make payment, as provided above, all costs of collection, including reasonable attorney's fees, shall be paid by Advertiser and/or Agency.

## **2. Termination and Renewal**

- (a) The Publisher reserves the right to refuse or discontinue any print or Internet-based advertising for reasons satisfactory to itself.
- (b) No contract accepted by the Publisher for more than one year's duration.
- (c) All contracts subject to change of allocated space with written notice of fourteen (14) days by the Publisher to the Advertiser or its Agency.
- (d) If this contract is cancelled by the Advertiser, Advertiser or its Agency agrees to pay to the Publisher for such services as have been rendered at the earned rate, as set out in the Publisher's rate card, in effect on the date of contract.
- (e) Cancellation or suspension of all or any part of TF (til forbid) advertising agreements require a minimum of forty-five (45) days written notice in the offices of the Publisher prior to date of publication.

(f) All contracts are subject to prior contracts for space.

### **3. Space Rates**

- (a) All rates are for advertising space only. Production, design, layout, typesetting, and all other pre- and post printing services are charged in addition to stated rates for advertising space.
- (b) Rates are subject to change without notice.
- (c) Where lower rates are earned during the life of this contract, such additional earned discounts shall be retroactive.
- (d) All advertising space classifications may be combined to earn frequency discounts, if within the contract year.
- (e) More than one advertising client's advertising space may be combined, if purchased and represented by the same advertising Agency, to earn frequency discount rates, if all are published within the contract year.
- (f) All advertising space' units referred to in the rate card for the Publisher and on the face of this contract are approximate.

### **4. Rate**

The Publisher reserves the right to increase any of the rates and charges set forth on the face, hereof, by public announcement of a new Rate Card, but no increase shall be applicable to advertising under this contract or renewals thereof until six (6) months from the effective date of such new Rate Card. The rate protection privilege is applicable only for advertising placement contracted for prior to the effective date of the rate increase, provided that schedule is in effect, or starts within thirty (30) days after the effective date of such increase. This protection prevails so long as the advertisements, hereunder, continue without lapse.

### **5. Advertisements**

- (a) All print and Internet advertisements as well as Advertiser's copy must conform to the Publisher's standards.
- (b) All advertising copy must be received by the Publisher prior to the first of the month preceding the date of publication. Failure to comply relieves the Publisher of all obligation to adhere to the publishing requirements set forth in the agreement on the face of this contract.
- (c) Unless otherwise noted on the face of this contract, all advertising material, including production and mechanical services, shall be furnished by the Advertiser or its Agency, and all expenses connected with the delivery thereof to the Publisher, and returned therefrom, shall be paid by the Advertiser or its Agency.
- (d) All materials submitted by Advertiser and/or Agency to CMS become the property of CMS.

(e) If Advertiser or Agency requires additional production, design, layout, typesetting, or other pre- and post-printing services from CMS' staff, Advertiser will be charged additional fees.

(f) Rates are subject to change without notice.

(g) Where lower rates are earned during the life of this contract, such additional earned discounts shall be retroactive.

All advertising space classifications may be combined to earn frequency discounts, if within the contract year.

(h) More than one advertising client's advertising space may be combined, if purchased and represented by the same advertising Agency, to earn frequency discount rates, if all are published within the contract year.

(i) All advertising space' units referred to in the rate card for the Publisher and on the face of this contract are approximate.

### **General**

1. The Publisher reserves the right to reject any print or Internet-based advertising on CMS' Web site; and such advertisements may be rejected at any time.
2. The Publisher also reserves the right to cancel an advertisement at any time, even though receipt of the advertisement has already been acknowledged by the Publisher.
3. An Advertiser may cancel an order for publication of the advertisement by giving the Publisher notice in writing of the cancellation, but no cancellation nor a change in an order previously given for advertising shall be effective unless received at the office of the Publisher on or sixty (60) days before the scheduled date of publication.
4. The Publisher shall not be liable for any failure to print, publish or circulate all or any portion of any issue in which an advertisement acknowledged by the Publisher is contained. Additionally, CMS shall not be liable for any failure of its Internet Web site, which may contain Advertiser's listings, descriptions or other promotions. If such failure is due to acts of God, strikes, accidents, or other circumstances beyond the Publisher's control.
5. Acknowledgment by the Publisher of receipt of an order for advertising does not constitute acceptance of the print ad or promotional listing on CMS' Web site, nor a contract for the publication of said advertisements. Until the Publisher has accepted the print ad or promotional listing for CMS' Web site from Advertiser, there is no actual contract binding upon the Publisher for the advertisement.
6. In consideration of the publication of Advertisers print ad or promotional listings on CMS' Web site, the Advertiser and the Agency, jointly and severally, agree to indemnify and hold harmless the Publisher, its officers, agents and employees, against all costs, damages, expenses, including attorney's fees resulting from the

publication of the advertisement, including, without limitation, claims or suits for libel, violation of rights of privacy, copyright infringement, misrepresentation, plagiarism, and violation of proprietary rights.

- (a) The Publisher does not agree, unqualifiedly, to render advertising publication, as scheduled; if service is postponed, the Publisher will provide another publication space of equal suitability for such advertising. The Publisher shall not be liable for failure of contracted publication and production services not under the direct control of the Publisher, or for failure for timely delivery by contract distribution service.
- (b) If any deviation from publication schedule herein specified, omission or cancellation is due to failure of Advertiser or its Agency to be on time, or if Advertiser or its Agency fails to provide proper advertising materials at the specified time, the Publisher may proceed to use such time to its own best advantage, without obligation to the Advertiser, and in such event the Advertiser shall make payment for such space at the rate specified, as though the same had been used by the Advertiser.
- (c) The Advertiser or its Agency agrees to save the Publisher harmless against any claims or liability for libel, slander, infringement of copyrights, or any other demand of any kind whatsoever, brought, claimed or charged, directly or indirectly, by reason of rendering service in accordance with the publication of the print advertisements or promotional listings on CMS' Web site for the Advertiser. Any term or provision of this agreement contrary to the same shall be considered as automatically amended to conform thereto.
- (d) All services rendered by the Publisher are subject to the terms of any licenses held by the Publisher and also to all federal, state, and municipal laws and regulations now or hereafter in force.
- (e) This contract, or any right thereunder, shall not be assigned or transferred by either Advertiser, its Agency, or Publisher, without the written consent of the other party; nor may the Publisher be required to advertise hereunder for the benefit of any other advertiser than the one named on the face of this order/contract.
- (f) The failure of the Publisher to enforce any of the provisions herein listed, with respect to a breach, therefore, in any one instance, shall not be construed as a general relinquishment or a waiver on its part of any rights it may have upon any subsequent breach of or default under these conditions, by the Advertiser or its Agency.
- (g) This contract shall be binding on the Publisher only when signed by the Publisher's authorized sales representative or the Executive Editor of stated publication in which such advertising is to appear, and a signed copy delivered to the Advertiser or its Agency.
- (h) CMS or its sales representatives, officers and/or other staff, are not responsible for typographical or other errors but will reprint that part of the print advertisement or promotional listing on CMS' Web site in which the error occurred, at no charge to Advertiser and/or Agency.
- (i) Changes or alterations to the terms of this contract must be done in writing.

Upon failure of Advertiser and/or Agency to make payment as provided herein, or upon failure of Advertiser otherwise to comply with any other provision of this contract, notwithstanding any other contract provision, Publisher shall reserves the right to revoke Agency commission in the event payments are not in accord with Paragraph 1 (a).

**Accepted and agreed to:**

_____	_____	_____	_____
Advertiser's Signature	Date	CMS	Date

\_\_\_\_\_  
Advertiser's Printed Name

\_\_\_\_\_  
Agency Representative Signature *(if applicable)* Date

\_\_\_\_\_  
Agency Representative Printed Name