

**DATE** \_\_\_\_\_ **PUBLICATION** \_\_\_\_\_ **ACCOUNT MANAGER** \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Fax \_\_\_\_\_ Website \_\_\_\_\_

Materials to be supplied (date)\* \_\_\_\_\_  Advertiser  Publisher

\* Camera-ready file(s); or, supplied photos, logos, ad copy, etc. Advertising Agency \_\_\_\_\_

Contact \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

Production Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<input type="checkbox"/> 2-Page Spread	<input type="checkbox"/> Premium Placement (call to verify availability) _____	
<input type="checkbox"/> Full Page	<input type="checkbox"/> Bleed	<input type="checkbox"/> No Bleed
<input type="checkbox"/> 1/2 Page	<input type="checkbox"/> Horizontal	<input type="checkbox"/> Vertical
<input type="checkbox"/> 1/4 Page	<input type="checkbox"/> Horizontal	<input type="checkbox"/> Vertical
<input type="checkbox"/> 1/8 Page	<input type="checkbox"/> Directory Listing [text only]	
[Special requests are honored if possible, but are not guaranteed.]		

Advertiser designs (camera ready)     Publisher designs and provides proof \*     Photography services needed \*\*

\* 2 hours of design included, additional hours charged at a rate of \$65/hour.  
 \*\* 2 hours of on-site photography available to advertisers purchasing a half page or more; additional hours charged at a rate of \$65/hour. Photos can be delivered on CD-ROM for \$250.00.

Directory Listing \$ \_\_\_\_\_

Display Ad \$ \_\_\_\_\_

Design \$ \_\_\_\_\_

Photography \$ \_\_\_\_\_

**TOTAL** \$ \_\_\_\_\_

Deposit \$ \_\_\_\_\_

**Balance due** \$ \_\_\_\_\_ **Due date** \_\_\_\_\_

Check # \_\_\_\_\_

Credit Card  VISA  MasterCard  American Express

Card # \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Signature \_\_\_\_\_

**By signing here, the Advertiser agrees to the terms and conditions as described on Page 2 of this form.**

Advertiser \_\_\_\_\_ Date \_\_\_\_\_

Account Manager \_\_\_\_\_ Date \_\_\_\_\_

# ADVERTISING AGREEMENT, TERMS

## REMITTANCE

Advertiser shall remit to Publisher payment of 50% of the total amount due at the time the order is placed and the balance within 30 days of the date the order is placed, or 15 days prior to the publication, whichever is sooner. Interest will be charged at a rate of 1.5% per month on any past due balances. Publisher shall furnish a schedule of its rates to all advertisers upon request. Orders for inside or outside cover pages are non-cancelable. Options on cover positions must be exercised at least thirty (30) days prior to four-color closing date. If any order is not received by such date, the cover option automatically lapses.

## DISPOSAL OF UNUSED SPACE

Any non-use of the advertising space contracted for, resulting from Advertiser's act or omission shall be Advertiser's loss, and Advertiser shall not assign or otherwise transfer the right to use such unused space to any other person or entity.

## ADVERTISING MATERIAL

The subject matter, form, size, wording, illustration and typography of the advertisement shall be subject to Publisher's approval, but Publisher shall make no changes in such material without Advertiser's consent. If Publisher is unable to set any advertisement in the type or style requested by Advertiser, Publisher shall set such advertisement in such other type or style as in its opinion most nearly correspond to the type and style requested. The location of the advertisement provided by this Agreement shall be at the discretion of Publisher, unless a definite position is specified in this Agreement. Publisher reserves the right to omit any advertisement under the terms of this Agreement when the space allotted to advertising in the publication for which this advertising is ordered has all been taken. Publisher also reserves the right to limit the amount of space any advertiser may use in any one issue. Publisher shall prepare the advertising material to be published under this Agreement from data supplied by Advertiser. Publisher shall forward proofs of all advertisements to be published under this Agreement to Advertiser at the address supplied by Advertiser herein in a manner the most appropriate by Publisher for Advertiser's approval. Within 5 days after each insertion of the advertising contracted for in this Agreement, Publisher shall forward to Advertiser in a manner deemed most appropriate by Publisher a page containing the advertising, or, at Advertiser's request, a copy of the publication containing the advertising. If Advertiser shall notify Publisher in writing within 5 days after the date of publication that such copy or page has not been received, Publisher shall forward to Advertiser in an appropriate manner an affidavit of publication in lieu of a second copy or page containing the advertising. Publisher's failure to supply any such copy, page, or affidavit shall not, however, constitute a breach of this Agreement.

## ERRORS AND OMISSIONS

If any error in, or omission of, an advertisement occurs due to default or neglect of Publisher, Publisher shall, without cost to Advertiser, make additional and corrected insertions of the advertisement equal in number to the number of advertisements omitted or in which an error occurred. This Agreement is not subject to cancellation or termination because of the insertion of an advertisement in an improper position or because of any errors or omissions. Any improper insertions, errors or omissions shall be corrected by the Publisher and made good as set forth in this Agreement, but not otherwise. No deductions from the total sum due the Publisher shall be made for any improper insertion, omission or error. The obligation of the Publisher under this Agreement is strictly and expressly limited to correcting any improper insertion, omission or error as set forth herein. Provided, however, that Advertiser shall not pay anything to Publisher for any improper insertion, omission or error, but the cost of the additional publication correcting the same shall be paid to the Publisher by the Advertiser. All issues relating to this Agreement will be governed by the laws of the United States applicable to contracts to be performed entirely therein. Any action brought by Advertiser against Publisher relating to this Agreement must be brought in the state or federal courts of the United States and the parties hereby consent to the jurisdiction of such courts.

## INDEMNIFICATION OF PUBLISHER

Advertiser represents that it is authorized to publish the entire contents and subject matter of the advertisements covered by this Agreement. In consideration of Publisher's acceptance of such advertisements for publication, Advertiser shall indemnify Publisher against loss or expense resulting from claims, actions or proceedings based on the contents or subject matter of such advertisements, without limitation on such indemnity.

## MISCELLANEOUS

No modifications, alterations, constructions, amendments or rescissions of or to this Agreement shall be effective or binding unless in writing and executed by a duly authorized agent of Publisher and Advertiser. This Agreement shall be governed by, and constructed in accordance with the laws of the State of Washington. Any notice given hereunder shall be in writing sent to the address of Publisher. In the event legal action is necessary to enforce any right which Publisher may have by virtue of this Agreement against the Advertiser, the Advertiser agrees to pay, in addition to any damages sustained by Publisher, a reasonable sum as attorney fees.

Media Pacifica