

NAME OF AGENCY Address

If checked here this is a SPACE CONTRACT

ORDER# _____

Date _____

If checked here this is a SPACE ORDER (INSERTION ORDER)

Advertiser _____

Product _____

If checked here this is CANCELLATION

or change of: _____

Contract Year _____

Discount Level _____

To the publisher of:

Edition: (specify) National _____

Regional _____

*Subject to conditions stated above and on back hereof

ISSUE DATE	SPACE	COLOR/BLEED	FREQUENCY	RATE
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Position:

Less agency commission on gross

Cash discount on net

Additional Instructions:

Mail invoices to:

Copy instructions & material to follow herewith

Address all other correspondence to:

(Authorized Signature)

.....
PLEASE FILL IN AND RETURN THIS ACKNOWLEDGEMENT TO AGENCY

(NAME AND ADDRESS OF AGENCY)

ORDER # _____

This acknowledges that your order dated _____ covering advertising for _____

was received on (date) _____ and instructions thereon thoroughly understood.

CONDITIONS

The advertising agency (hereinafter called "the Agency") placing advertising covered by this order on behalf of the Advertiser named on the face of this form and the publisher accepting this order (hereinafter called "the Publisher") hereby agree to be governed by the following conditions:

1. TERMS OF PAYMENT

(a) Liability

The Agency agrees to pay for all advertising published by the Publisher in accordance with the agreed upon rates as shown on the face of this contract. When cash discount is deducted, such payment shall be made on or before the cash discount date specified on the Publisher's rate card.

Unless otherwise set forth by the Agency on the face of this form, the Publisher agrees to hold the Agency solely liable for payment to the extent proceeds have cleared from the Advertiser to the Agency for advertising published in accordance with the contract. For sums owing but not cleared to the Agency, the Publisher agrees to hold the Advertiser named on the face of this form solely liable.

The Publisher agrees to render bills to the Agency not less often than monthly. Failure to bill at least monthly shall not constitute a breach of contract.

If the Agency defaults in the payment of bills or if, in the judgment of the Publisher, the Agency credit becomes impaired, the Publisher may require payment in advance.

(b) Shipping

The Agency agrees to prepay transportation and import charges on all material sent to the Publisher. If such charges are not prepaid, the Publisher may either reject the material or accept and pay the charges. In the latter case the Agency shall promptly reimburse the Publisher.

(c) Short Rate/Rebate

The Publisher shall bill at the rate earned during an applicable 12-month period. The Publisher shall adjust to the earned rate within 60 days after expiration or termination of the applicable 12-month period.

(d) Billing

Unless the Agency makes written objection within 60 days after billing under this order, such bill shall be binding.

(e) Cancellation

Either the Agency or the Publisher may cancel this order prior to cancellation/closing date as stated on the Publisher's rate card or as mutually agreed upon.

(f) Payment Date

The postmark date on the envelope containing the payment properly addressed to the Publisher or the Publisher's representative shall be considered the date when payment is made.

2. ADVERTISING MATERIAL

(a) The subject matter, form, size, wording, illustration, and typography of the advertising shall be subject to the approval of the Publisher, but unless otherwise authorized in advance no change shall be made without the consent of the Agency.

(b) If the Publisher is unable to set any advertisement in the type or style requested, the Publisher shall immediately notify the Agency and follow Agency's instructions. If the Publisher is unable to secure definite instructions from the Agency, the advertising shall be omitted.

(c) Where material furnished by the Agency occupies more space than specified in the insertion order, the Publisher shall immediately communicate with the Agency for definite instructions. If the Publisher is unable to secure definite instructions from the Agency, the advertising shall be omitted.

(d) If the Agency has reserved space for a series of insertions in a publication, and before any closing date the insertion order and copy for the next issue have not been received by the Publisher, the Publisher shall notify the Agency and follow the Agency's instructions.

(e) Advertisements ordered set in "space as required" shall be measured from office ad. rule to office ad. rule.

3. PROOF OF INSERTION

(a) Full Run

The page containing the advertising shall be supplied to the Agency with the invoice for the insertion. At the request of the Agency a copy of each issue in which its advertising appears shall be supplied.

(b) Less-Than-Full Run

A copy of the page containing the advertising and a statement of the Publisher that the order for advertising was fulfilled shall be supplied to the Agency with the invoice for the insertion. The Publisher's master copy of each issue shall be available for inspection by the Agency.

4. CIRCULATION

(a) Unless the Publisher is a member of the Audit Bureau of Circulations or Business Publications Audit Circulation, the Agency shall be entitled, upon request, to a statement of circulation verified by a certified public accountant or other auditing organization. If further verification is requested, the Publisher shall be required to open his circulation records for examination by the Agency.

5. OMISSION OF ADVERTISING

(a) Unintentional or inadvertent failure by the Publisher to publish the advertising covered by this order invalidates this order, but shall not constitute a breach of contract or affect any earned discounts.

Intentional omission by the Publisher after closing date of the advertising covered by this order is permitted after consultation with the Agency.

COPYRIGHT NOTICE

Any AAAA member is authorized to use the copyrighted form. Non-member agencies are permitted to use the form without the "Member of AAAA" imprint and with a disclaimer on the front that says they are non-members.