

(MEMBER OF AAAA)

**NAME OF AGENCY**  
**Address**  
**Telephone Number**

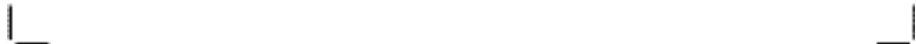
- NEWSPAPER CONTRACT**
- SPACE ORDER (INSERTION ORDER)**
- CANCELLATION OR CHANGE**

ORDER # \_\_\_\_\_  
DATE \_\_\_\_\_



To the Publisher of:

City and State:



Please publish advertising of (Advertiser)

For (Product)

SPACE TO BE ORDERED WITHIN ONE YEAR FROM \_\_\_\_\_ THROUGH \_\_\_\_\_

**SPACE ORDER (INSERTION ORDER)**

SPACE*	TIMES*	DATE OF INSERTION*
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**CONTRACT**

EDITION	TYPE	AMOUNT
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POSITION	COPY
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RATE

LESS AGENCY COMMISSION	ON GROSS	LESS CASH DISCOUNT	ON NET
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SUBJECT TO CONDITIONS STATED BELOW AND ON BACK THEREOF:

\* ONLY NECESSARY ON INSERTION ORDERS

MAIL INVOICES TO:

PER \_\_\_\_\_

ACCEPTED FOR NEWSPAPER ON \_\_\_\_\_

BY \_\_\_\_\_

<b>DUPLICATE FOR ACKNOWLEDGMENT</b> <i>Please sign and return to agency</i>
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# 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) The Agency agrees to pay for all advertising published by the Publisher in accordance with the contract. The Agency shall make such payment at the office of the Publisher or the Publisher's authorized representative on or before the last day of the month following that in which the advertising is published, unless otherwise stipulated on the Publisher's rate card. When cash discount is deducted, such payment shall be made on or before the cash discount date specified on said rate card, or if the cash discount date is not specified thereon, on or before the 15th day of the month following.

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 breach of contract.

(b) If the Publisher at request of the Agency furnishes drawings, compositions, cuts, or mats, the Agency agrees to pay for same, in accordance with the Publisher's rate card and in the manner specified in Paragraph (a) above.

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

(d) If, at the end of the advertising period named in the contract or upon prior termination of the contract for any cause, the Agency has not used the full amount of advertising contracted for, the Agency agrees to pay the Publisher an additional sum on all advertising published, such sum to equal the difference, if any, between the amount due at the rate named in this contract and the amount due at the rate applicable to the quantity of space used as stated in the Publisher's rate card. Such additional sum shall not be due unless the Publisher renders a bill thereof within 60 days after such expiration or termination. Upon rendition of such a bill, such additional sum shall become immediately due and payable.

Subject to the payment of such additional sum of advertising published, the Agency may cancel the contract at any time or may use less space than the amount contracted for.

(e) Unless the Agency makes written objection within 60 days from the rendering of any bill for advertising published under the contract, such bill shall be conclusive as to the correctness of the items therein set forth and shall constitute an account stated.

(f) The Publisher reserves the right to cancel the contract at any time upon default by the Agency in the payment of bills or in the event of any other substantial breach of the contract by the Agency. Upon such cancellation charges for all advertising published and all other charges payable under this contract, including the short rates defined in paragraph (d), shall become immediately due and payable by the Agency upon rendition of bills thereof.

If the Agency defaults in the payment of bills, or if in the judgment of the Publisher its credit becomes impaired, the Publisher shall have the right to require payment for further advertising under the contract upon such terms as he may see fit.

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

## 2. RATES

(a) The Publisher represents that all of his rates are published, the Publisher shall furnish his rates to the Agency if requested.

(b) "Publisher's rate card" shall be understood to mean the schedule of advertising rates of the Publisher upon which the contract is based.

(c) The Publisher represents that the rate stated in the contract is the minimum rate at which an equal or less amount of space, for the same class

of advertising, to be published in a like position, under the same conditions, within the same period of time, can be secured at the time the contract is entered into.

(d) If additional space is used within the period covered by the contract, where the Publisher has a schedule of graduated rates, any lower rate shall be given if earned, according to the Publisher's rate card on which the contract is based.

## 3. 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, he may set such advertisement in such other type or style as in his opinion most nearly corresponds thereto, and the advertisement may be inserted without submission of proof unless proof before insertion is requested on the face of the order.

(c) Where materials furnished by the Agency occupy more space than specified in the contract or insertion order, the Publisher should 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 contracted for a series of insertions in a publication, and before closing date insertion order and copy for 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.

## 4. PROOF OF INSERTION

(a) The page containing the advertising or, at the request of the Agency, a copy of each issue in which the advertising appears, shall be mailed or otherwise supplied to the Agency, which shall be deemed to have received such copy or page unless the Publisher is notified in writing of the non-receipt thereof within thirty days after the date of publication, the Publisher may mail or otherwise supply an affidavit of publication in lieu of a second copy or page containing the advertisement. Failure to forward or garnish such copy, page, or affidavit shall not constitute a breach of the contract.

## 5. CIRCULATION

(a) Unless the Publisher is a member of the Audit Bureau of Circulations, the Agency shall be entitled, upon request, to a statement of net paid circulation verified by a certified public accountant, or in lieu thereof to the right to examine the Publisher's circulation books.

## 6. OMISSION OF ADVERTISING

(a) Failure by the Publisher to insert in any particular issue or issues invalidates the order for insertion in the missed issue but shall not constitute a breach of contract.

The advertising must appear in all ordered regular editions issued on the date for which the advertising is ordered. Advertisements omitted from any particular edition or editions must be reported to the Agency and if received in time and omitted through fault of the Publisher must be made up or adjusted unless otherwise instructed.

Unless otherwise stipulated, the Publisher shall have the right to omit any advertisement when the space allotted to advertising in the issue for which such advertisement is ordered has all been taken, and also to limit the amount of space an advertiser may use in any one issue.

## 7. GENERAL

(a) In dealing with agencies, the Publisher shall follow a uniform policy to avoid discrimination.

(b) Unless later date is specified in the Publisher's rate card, advertising shall begin within thirty days from the date of this contract, or contract becomes null and void.

(c) A waiver by either party hereto of any default or breach by the other party shall not be considered as a waiver of any subsequent default or breach of the same or any other provisions hereof.

## 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.