

O&P ALMANAC ADVERTISING CONTRACT

Contract Year: Jan. 1 - Dec. 31, 2008

Recitals: The Publisher publishes *O&P Almanac* (the "Publication"), a monthly news magazine, which is a member benefit for nearly 2,000 AOPA member companies as well as more than 13,210 certificatees. With foreign and domestic subscriptions, total circulation for 2008 will be approximately 15,300.

The Publisher sells advertising space in the Publication, and all Advertisers are listed in the Publication ad index.

The Advertiser wishes to insert advertisements in the Publication in order to advertise _____.

It is agreed as follows:

1. Advertising Space: The Advertiser shall utilize and the Publisher shall provide space as noted on the attached Order Form.

2. Production Materials:

(a) Ad Preparation - Electronic media is **required**. Mac or PC platforms and Quark or InDesign files are accepted. High-resolution, print-ready PDFs are preferred.

(b) Color - Use of color is encouraged. Advertiser must specify color (process or PMS) and provide a color proof. Extra fees for a fifth color.

(c) Inserts - An insert is defined as pre-printed materials to be added to the Publication at the collating and binding stage. Inserts must be no heavier than 100 lb. text or 80 lb. cover. A pre-printed sample must be provided by the insertion order deadline to confirm that specifications are correct. The Advertiser must contact AOPA to confirm all specifications.

3. Advertising Rates:

(a) Rate Schedule - The Advertiser shall pay for the advertising space used at the rates specified in the rate schedule of the Publication, which is attached hereto and made a part of this contract.

(b) Rate Schedule Increases - The Publisher reserves the right to increase such rates, from time to time and in its sole discretion, based upon an increase in its rate schedule. Upon the announcement of rate changes, contract advertisers will be protected at their original contract rates for 60 days following notification of the change. Advertising insertion orders placed after the 60-day period will be billed at the prevailing rates.

4. Costs:

(a) Taxes - The Publisher shall advance all federal, state and local taxes that may be imposed on the Advertiser for advertising published under this agreement and shall bill that amount to the Advertiser in addition to the amount otherwise payable.

(b) Charges for Special Rates - In addition to the rates specified on the Publisher's rate schedule for normal copy which may be set in the usual manner, other charges are required when certain special services are involved, including those that follow:

(i) Production - The Advertiser will be charged costs plus 15 percent for production work required to make ads print-ready.

(ii) Special Position - Requests for the back cover are billed at 50 percent additional per page. Requests for the inside front cover, page one, pages opposite the contents page and inside back cover are billed at 30 percent additional per page. Other position requests will be honored at the Publisher's discretion, as layout and production technicalities will allow, and will be billed at 25 percent additional per page. All covers and special position requests within the first 16 pages of the Publication must be four-color advertisements. Publisher reserves the right to refuse position requests if layout or production conflicts arise. Duplicate position requests will be honored in order of receipt.

(iii) Refer to the 2008 AOPA Media Planner for advertising rates.

5. Payments:

(a) Billing Cycle - All non-member Advertisers must pay in full for advertising at time of order. All member invoices must be paid in U.S. currency within 30 days of issue. After 30 days, an interest charge of 1.5 percent monthly or 18 percent annually will be added to the account. If payment is not received by 60 days after the due date, *O&P Almanac* reserves the right to refuse future ads. **If two invoices are outstanding, then there will be no further ad placement.** Regardless of whether or not an agency is used or a contract signed, the Advertiser is responsible for payment of ads placed in its name.

(b) Agency Discounts - Recognized outside agencies will receive a 15 percent discount on all advertisements. Discounts are not granted on classified, new products or calendar ads due to low rates.

(c) No Cash Discount.

6. Effect of Non-Payment:

(a) Ceased Publication - The Publisher may stop inserting the Advertiser's advertisement in the Publication if the payment of any bill is not made when due, if the Advertiser makes an assignment for the benefit of creditors, if a petition in bankruptcy or for a reorganization under the Bankruptcy Code is filed by or against the Advertiser, or if the Advertiser goes out of business or announces its intention of doing so.

(b) Payment in Full - If advertising is stopped in accordance with paragraph (a) above, or if the specified amount of advertising space is not used during the contract term for any other reason not caused by the Publisher, payment in full shall be due immediately. If the Advertiser pays the amount due in full, the Advertiser shall have the right to use additional advertising space during the remainder of the contract term.

7. Content and Design:

(a) Rejection Right - The Publisher reserves the right to refuse any advertising which it deems unsuitable for any reason. The Publisher reserves the right to review any pricing and L codes and refuse any ad placement that is deemed misleading or inappropriate.

(b) Identification - Any advertising copy resembling news matter must carry the word "Advertisement" over each column in which the advertisement appears.

8. Submission of Copy:

(a) Closing Dates - Publication is issued during the first week of each month. All orders for advertisements, changes of copy and for discontinuance shall be in writing submitted to the Publisher by the advertising space deadline as stated in the 2008 AOPA Media Planner.

(b) Advertiser's Copy - The Advertiser shall be responsible for the submission of all artwork, including changes, to the Publisher on or before the deadline listed on page 3. Advertising submitted and ordered in accordance with the deadlines cannot be cancelled after the closing time.

(c) Errors - The Publisher shall not be liable for any errors in any advertisement unless the proof is returned in ample time for corrections to be made before the Publication goes to press. If the Publisher does not correct any properly noted error, its liability shall be only for that portion of the entire cost of such advertisement as the space occupied by the noted error bears to the whole space occupied by such advertisement.

9. Omission of Advertisement: The Publisher's failure to insert any advertisement in any issue of the Publication shall be deemed immaterial and shall not be considered a breach of this agreement. Moreover, the Publisher shall not be liable for damages for any failure to insert an advertisement. If copy for an advertisement is submitted in accordance with the provisions of this agreement and that copy is omitted from one or more issues of the Publication, the Advertiser's sole remedy shall be to require the Publisher to publish the identical advertisement or one of the same size within one month after the date of such omission in a subsequent issue of the Publication.

10. Cancellation by Publisher:

(a) Advertiser's Breach - The Publisher reserves the right to cancel this agreement at any time if the Advertiser breaches any term or condition thereof, including failure to pay on time any bill submitted by the Publisher, if the Advertiser becomes insolvent or files an assignment for the benefit of creditors, or if any insolvency proceeding is commenced by or against the Advertiser. The Publisher shall give the Advertiser written notice of cancellation not less than 30 days before the cancellation is to be effective.

(b) Payment Due - If the Publisher cancels, the Advertiser shall immediately pay for all advertising published under this agreement at the rate earned for the amount of space actually used according to the Publisher's rate schedule in effect, and for any other charges incurred in connection with this agreement.

11. Cancellation by Advertiser: The Advertiser shall have the right to cancel this agreement at any time by giving 90 days' written notice to the Publisher. Upon such cancellation, the Advertiser shall immediately pay for all advertisements published at the rate earned for the amount of space actually used according to the Publisher's rate schedule in effect, and for any other charges incurred.

12. Indemnification: The Advertiser assumes full and complete responsibility and liability for the content of all advertising copies submitted, printed and published pursuant to this agreement, and shall indemnify and hold the Publisher harmless from and against all demands, claims or liability. The Advertiser shall reimburse the Publisher for any amount paid by the Publisher in settlement of claims or in satisfaction of judgments obtained by reason of publication of such advertising copy together with all expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs of litigation.

13. Impossibility of Performance: The Publisher shall not be responsible or liable for any damages to the Advertiser for failing to insert an advertisement for any reason including but not limited to labor dispute, strike, war, riot, insurrection, civil commotion, fire, flood, accident, storm, or any act of God or any cause beyond the Publisher's control. The Advertiser, however, may have the advertisement inserted in a future issue of the Publication, subject to the terms and conditions of this agreement, or to leave out the advertisement and not be charged by the Publisher.

14. Assignment and Delegation: Neither party may assign any rights or delegate any duties hereunder without the other party's express prior written consent.

15. Entire Agreement: This writing contains the entire agreement of the parties. No representations were made or relied upon by either party, other than those expressly set forth. No agent, employee or other representative of either party is empowered to alter any of the above terms, unless done in writing and signed by an executive officer of the respective parties.

16. Controlling Law: This agreement is being executed and performed in the State of Virginia, and its validity, interpretation and performance shall be controlled by and construed under the laws of such State.

17. Failure to Object Not a Waiver: The failure of either party to this agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

18. Notices: All notices or other documents under this agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the Advertiser or the Publisher at their last known addresses.

19. Headings: Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. Executed as of the date first above written.

The undersigned parties accept the terms of the attached contract as stated for advertising in *O&P Almanac*, published by the American Orthotic & Prosthetic Association.

Signature _____ Date _____

Name of Firm _____

Address _____

Telephone _____

Contact _____

Advertising Agency _____

Address _____

Telephone _____

Contact _____

American Orthotic & Prosthetic Association (Publisher)

Signature _____ Date _____

Please return the original completed contract to:
American Orthotic & Prosthetic Association
330 John Carlyle St., Suite 200
Alexandria, VA 22314 USA

Attn: *O&P Almanac* Advertising
fax: 571.431.0899

Please retain a copy for your records.

O&P Almanac Advertising Order Form

Contract Year: Jan. 1 - Dec. 31, 2008

Issue	Ad Size	4 Color	B/W	Ad Subject or Headline	Special Position Request	Space & Materials for Calendar, Jobs and Marketplace	Display Space Deadline	Display Materials Deadline
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January							Nov. 29	Nov. 29	Dec. 6
Get Reimbursed: New Codes and Changes, Bonus Distribution: Hanger Education Fair, Reno, Nev., Jan. 30-Feb. 1 , Marketplace Product Section									
February							Jan. 8	Jan. 9	Jan. 11
"How To Issue," Bonus Distribution: PrimeFare West, Salt Lake City, Feb. 15-16 , Marketplace Product Section									
March							Jan. 25	Jan. 29	Jan. 31
Research, Bonus Distribution: American Academy of Orthotists and Prosthetists Annual Meeting and Scientific Symposium, Orlando, Fla., Feb. 27-March 1 , Marketplace Product Section, Bellyband and Outserts									
April							March 5	March 7	March 11
Pediatric Bracing, Bonus Distribution: Association of Children's Prosthetic-Orthotic Clinics (ACPOC), April 9-12, Montreal , Marketplace Product Section									
May							April 2	April 4	April 8
Prosthetic Issue, Bonus Distribution: PrimeFare East, Nashville, May 30-31 , Marketplace Product Section									
June							May 1	May 5	May 7
O&P Buyer's Guide , Product entries are due April 1 . Bonus Distribution: Amputee Coalition of America (ACA) Meeting, Atlanta, June 19-23, Case Management Society of America (CMSA), Orlando, Fla., June 17-20.									
July							May 30	June 3	June 5
Preview of the AOPA National Assembly, Marketplace Product Section									
August							June 30	July 2	July 7
Inventors Issue and Assembly Exhibitor Product Showcase. Product entries are due June 27.									
September							July 28	July 30	Aug. 1
AOPA National Assembly Show Issue, Bonus Distribution: AOPA National Assembly, Chicago, Sept. 10-13 , Marketplace Product Section Bellyband and Outserts, Special Delivery to Attendee Rooms									
October							Aug. 25	Aug. 27	Aug. 29
Diabetes and Stroke, Marketplace Product Section									
November							Oct. 1	Oct. 3	Oct. 7
The Buyer's Guide to Foot Care, Bonus Distribution: The Pedorthic Footwear Association (PFA) Symposium, Nashville, Nov. 6-9									
December							Oct. 31	Nov. 3	Nov. 5
Veterans Issue, Marketplace Product Section									

The undersigned accepts the terms of the contract as stated on pages 1 and 2 for O&P Almanac, published by the American Orthotic & Prosthetic Association.

Signature _____ Advertising Agency _____

Name of Firm _____ Address _____

Address _____ Address _____

Address _____ Telephone _____

Telephone _____ Fax _____ Fax _____

E-mail _____ Web: _____ E-mail _____ Web: _____

Contact _____ Date _____ Contact _____

Bill to: Company Agency

Please return the original completed contract to:
 American Orthotic & Prosthetic Association
 330 John Carlyle St., Suite 200
 Alexandria, VA 22314 USA
 Attn: **O&P Almanac** Advertising
 fax: 571.431.0899
 888.557.7277

Please retain a copy for your records.
 **Please note special position provisions in the contract.
 E-mail or ship all artwork to:
O&P Almanac
Attn: Corinn Mullins
 330 John Carlyle Street, Suite 200
 Alexandria, VA 22314 USA
 571.431.0860
e-mail: cmullins@AOPAnet.org

