

# AOPA YEARBOOK ADVERTISING CONTRACT

## Contract Year 2008

**Recitals:** The Publisher publishes the *AOPA Yearbook* (the "Publication"), an annual containing indices and listings of AOPA member firms and their products, for use as a directory for the noted year. Total circulation exceeds 2,100.

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** - Mac or PC platforms 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.

**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 sixty 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, color separations and/or any work required on ads at press time.

(ii) **Special Position** - Premium rates for the back cover, inside front and back covers and tabbed divider pages are listed in the 2008 AOPA Media Planner. All other 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. 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 1-1/2 percent monthly or 18 percent annually will be added to the account. If payment is not received by 60 days after the due date, the *AOPA Yearbook* reserves the right to refuse future ads. **If two invoices are outstanding from other AOPA publications, then there will be no 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.

(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** - Insertion orders are due **Feb. 18**. Materials deadline: **Feb. 25**.

(b) **Advertiser's Copy** - The Advertiser shall be responsible for the submission of all artwork, including changes, to the Publisher on the closing dates listed in paragraph (a) above. Advertising submitted and ordered in accordance with the deadlines cannot be cancelled after the closing time. The Publisher reserves the right to change the closing date for receiving advertising copies by giving five days' notice in writing to the Advertiser.

(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 the Publication, the Advertiser's sole remedy shall be to require the Publisher to publish the identical advertisement or one of the same size 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 the *AOPA Yearbook*, published by the American Orthotic and Prosthetic Association (Publisher).

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

Advertising Agency \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Contact \_\_\_\_\_

American Orthotic and Prosthetic Association (Publisher)

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return the original completed contract to:

American Orthotic and Prosthetic Association  
330 John Carlyle St., Suite 200  
Alexandria, VA 22314 USA

Attn: *AOPA Yearbook* Advertising  
fax: (571) 431-0899

Please retain a copy for your records.

**Yearbook Advertising Order Form**  
Contract Year 2008

Issue	Ad Size	4 color	B/W	Ad Tag Line	Special Position Request*
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2008 \_\_\_\_\_

*The undersigned accepts the terms of the contract as stated on pages 1 and 2 for the AOPA Yearbook, published by the American Orthotic and Prosthetic Association (Publisher).*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Firm \_\_\_\_\_ Advertising Agency \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

Telephone \_\_\_\_\_ Telephone \_\_\_\_\_

Fax \_\_\_\_\_ Fax \_\_\_\_\_

Contact \_\_\_\_\_ Contact \_\_\_\_\_

Email \_\_\_\_\_ URL \_\_\_\_\_

Bill to:  Company  Agency

Please return the original completed contract to:

AOPA  
330 John Carlyle St., Suite 200  
Alexandria, VA 22314 USA  
Attn: *AOPA Yearbook* 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:  
**AOPA Yearbook**  
**Attn: Corrin Mullins**  
330 John Carlyle St., Suite 200  
Alexandria, VA 22314 USA  
(571) 431-0860  
**e-mail: *cmullins@AOPAnet.org***

