



Magazine Advertising Contract

Mailing Address:
PO BOX 4795
Waterbury Ct, 06704
Phone: 1-800-369-6153



Company Name _____

Contact Name _____ Title _____ Phone _____ Fax _____

Address (no P.O. Boxes) _____

City _____ State _____ Zip _____

Advertising Agency (if applicable) _____ Tax ID Number _____

Address _____ City _____ State _____ Zip _____

Contact Name _____ Title _____ Phone _____ Fax _____

ADVERTISING CONTRACT

A. Publication of specified advertising sizes and schedules is subject to this written agreement between a representative of the advertiser and/or agency (hereinafter "advertiser") and the *Connecticut Property Owners Alliance* (hereinafter "publisher"). Every effort will be made by the publisher to afford advertising in the position desired; however, under no circumstances is position guaranteed and advertising must be paid for regardless of position.

B. **Advertising Rate.** The advertiser agrees to pay publisher \$ _____ per issue for advertisement in _____ issues of *CT Real Estate Today* for a total payment of \$ _____.

C. **Payment for Advertising.** First time advertiser must make payment for their first ad at time advertising materials are submitted. All ads must be paid for within thirty (30) days of invoice date, and, if not, the publisher reserves the right to treat the advertiser as if they have canceled the contract, and the publisher may implement the cancellation penalty discussed below in Section D.2.

D. Cancellation.

1. Publisher reserves the right to cancel this contract for any reason at any time without penalty. Advertiser may cancel this contract by written notice received by publisher no later than ten (10) working days after the materials deadline, subject to the following cancellation penalty:
2. If the Advertiser cancels this contract by written notice received by publisher later than ten (10) working days after the materials deadline, in addition to the penalty discussed above in Section D.1., the advertiser must also pay the per issue rate shown above in Section B.
3. Whenever cancellation occurs, publisher will provide advertiser, by certified mail, with the written acknowledgment of said cancellation and an invoice for the total amount due. The cancellation penalty must be paid by the advertiser by money order within thirty (30) days from the invoice date. If the cancellation penalty is not received by the publisher within thirty (30) days from the invoice date, a late handling fee of 10 percent of the total cancellation penalty due will accumulate and compound daily until the entire penalty is paid in full.

E. **Costs of Collection.** In the event the advertiser fails to pay the sums due the publisher in the amounts and at the times they become due according to this contract, the advertiser agrees to pay reasonable costs of collection incurred by the publisher, including, but not limited to, attorney's fees and court costs should the collection be referred to an attorney or assigned for collection.

F. **Advertiser Liability and Indemnification.** The advertiser agrees that the publisher acts on behalf of the advertiser in performing the services described in this contract and the attached policies which are a part of this contract. All copy is subject to approval of the publisher. Advertiser and agencies assume the liability for all contents of advertisements printed and responsibility for any claims arising therefrom made against the publisher. If the publisher prepares and publishes advertising for the advertiser, or publishes camera-ready advertising prepared by the advertiser, the advertiser agrees to indemnify and hold the publisher harmless from any and all liability, claims, demands, or damages arising out of the advertising or on behalf of the advertiser. Such indemnity includes but is not limited to, the provision of a defense to any actions or claims and the payment of costs and/or attorney's fees in connection therewith.

G. **Publisher Liability.** The sole liability and obligation of the publisher for any failure or refusal to publish any advertisement shall be to refund any amounts paid by the advertiser to the publisher for such services. The liability and obligation of the publisher for any other breach of the terms, provisions and conditions contained in this agreement, including without limitation any mistake or error in a published advertisement, any late or untimely publication of an advertisement, shall not exceed the sum of any amounts paid by the advertiser to the publisher for such services. In no event shall the publisher be liable to the advertiser or to any other person, firm or other entity for any further damages of any kind arising from any breach of such terms and conditions or from any act or omission of the publisher with respect to any advertisement including, but not limited to, direct, indirect, special or consequential damages.

H. **Advertiser Warranty.** Advertiser represents and warrants by submission of advertising to the publisher hereunder, that all the facts stated in such advertising are and will be true and correct, and that therein there will be no libel and no invasion of privacy with the respect to any person, firm, corporation or other entity, and advertiser will indemnify and hold harmless from any claim of libel or invasion of privacy, and against recovery, fee, or expenses which may arise out of or be caused by any such claim.

I. **Governing Law.** The provisions of this contract between the advertiser and the publisher shall be governed by the laws of the state of Connecticut.

Advertising Details:

Size of Ad: (check size requested)

- Buisness Card
- Quarter Page
- Half Page

Duration of Ad: (check duration desired)

- 3 Month
- 6 Month
- 12 Month

Rates:

Business Card Ad

- 3 Month: \$150.00 @ \$50.00 per month
- 6 Month: \$270.00 @ \$45.00 per month
- 12 Month: \$480.00 @ 40.00 per month

Quarter Page Ad

- 3 Month: \$300.00 @ \$100.00 per month
- 6 Month: \$540.00 @ \$90.00 per month
- 12 Month: \$960.00 @ 80.00 per month

Half Page:

- 3 Month: \$450.00 @ \$150.00 per month
- 6 Month: \$810.00 @ \$135.00 per month
- 12 Month: \$1140.00 @ 120.00 per month

Starting Month: _____

By affixing their signatures below, the publisher and advertiser acknowledge that they have received, reviewed, and understand and agree to comply with the policies set forth therein. Furthermore, the parties acknowledge their understanding of the terms of this contract and the "per issue" and "total" advertising rates owed to the publisher.

This contract shall not become effective unless and until it is accepted and signed on behalf of the publisher in the space provided therefore at the office of the publisher.

Advertiser or Agency (please type or print)

Ad Representative Signature *Date*

CTPOA Representative *Date*

PLEASE RETURN COMPLETE FORM TO PUBLISHER. AFTER SIGNING, THE PUBLISHER WILL SEND A COPY TO THE ADVERTISER.