## THE WASHINGTON DIPLOMAT

## **ADVERTISING CONTRACT**

1921 Florida Ave. NW #53353 · Washington, DC 20009 Telephone: (301) 933-3552 · Fax: (301) 949-0065

Advertiser · please print		Invoice Advertiser	Authorized Advertisin	ng Agency- please print	Invoice Agency
Company Name			Company Name		
Address			Address		
City	State	Zip	City	State	Zip
Contact Person			Contact Person		
Phone Number	Fax Number		Phone Number	Fax Number	
Ad Size:	Effective Date:	Ins/Year:	Rate (ea/total):	Iss	ues:
•		• • • •		Jan: 🛄 May:	Sept:
				Feb: June:	Oct:
				Mar: July:	Nov:
				Apr: Aug:	

Special Instructions:

Ad materials due to *The Washington Diplomat* by \_\_\_\_\_\_. PO# \_\_\_\_\_\_.

Cancelation of Contract: Advertiser who chooses to cancel a contract must submit a dated, certified letter of cancelation 20 days preceding publication date. Advertiser who fails to meet the original terms of the contract will be charged full price for all published ads. The non-discounted rate for your ad is an additional \$\_\_\_\_\_\_ per published ad.

	SEC	EX PAYMENT INFO: Deposit: 1 <sup>st</sup> Month:+	Advertising Value	
Name as it Appears on Card	Total Due:			
		Due by:		
Exp. Date Signature of Ca	rdholder	Monthly Payment of		
IMPORTANT: BY SIG	NING YOU AGREE TO AL IONS OF THIS CONTRAC	<b>L</b> is due by the $25^{\text{th}}$ of	Other	
Therese Howe		each preceding month.	Total Order	
Signature	Reston Limousine on behalf of (Company Nam	E	Deposit	
T;herese Howe	Marketing Manager	— P — A	Balance Due	
Print Name	Print Title	CP	Monthly	
Account Executive	Date	A	Payment	

## Terms and Conditions

- 1. This will become a contract when signed by the advertiser or advertiser's authorized agent and accepted by the publisher. This contract contains the entire agreement between the parties for the issues specified on the front and cannot be changed, altered or cancelled except by written agreement signed by all parties hereto. Neither party shall be bound by any oral agreements or special arrangements contrary to or in addition to the terms and conditions as stated herein or written hereon, and no agent or employee of publisher has the authority to vary any of the terms of this contract.
- 2. The publisher reserves the right to reject any advertising that does not conform to its publications standards.
- 3. The advertisers and it's advertising agency assume joint liability for all content (including text representation and illustration) of advertisements printed and assume responsibility for any claims against the publisher resulting from the ad, including costs associated with defending such claims.
- 4. The advertiser and the advertising agency are jointly and severely responsibility for the payment of any advertising inserted under this contract.
- 5. Positioning of advertisements is at the discretion of the publisher unless the advertiser has contracted for guaranteed position.
- 6. In the event that an advertiser is inadvertently omitted from a scheduled issue, the publisher's liability is limited only to placing the advertisement in a future issue.
- 7. The publisher reserves the right to place the word "advertisement" on copy that resembles editorial material or, in extreme cases, reject the advertisement unless it is redone, at the advertiser's expense, in an acceptable format.
- 8. Although every effort is made to ensure the timely release of each issue, the publisher accepts no liability for any issue published late.
- 9. These terms and conditions shall apply to all advertising accepted by the publisher. These terms and conditions supersede any advertiser contract clauses not specifically acknowledged above.
- 10. The advertiser warrants that he/she is duly authorized to engage in the business or profession described in the advertising copy and further warrants that he/she is the owner of, and entitled to use, or is duly authorized by the owner, and entitled to use, the copy, cuts and illustrations and any trademarks or trade names which may be specified and agrees to notify publisher immediately in writing of any change in such ownership or authorization. The advertiser agrees to defend, indemnify and hold publisher harmless from any claims, demands, suits, losses, damages and judgments which arise from or which are claimed to have risen from the use of such copy, cuts, illustrations, marks and names, together with expenses, including attorney's fees and court costs incurred by publisher.
- 11. Cut, illustrations and other special art works to be furnished by the customer or billed separately at cost by the publisher. All original advertising artwork prepared by publisher in connection with this contract is the exclusive property of publisher and may not be used by advertiser without the prior written consent of publisher having been obtained.
- 12. Late Fee: Any late payments will be charged a \$10.00 monthly fee or 1.5% of overdue balance which ever is greater. This will be charged and compounded monthly. All payments will be posted to the least current balance. Advertiser who defaults will be responsible for all collection costs including court costs and reasonable attorney fees regardless of whether or not suit is instituted. If advertiser defaults in paying any charge when due, publisher may, at its discretion, declare the remaining contract balance immediately due and payable.
- 13. Advertiser agrees to be responsible for the payment schedule as outlined.
- 14. Advertiser will be charge \$25.00 for returned checks and/or electronic returns due to insufficient funds, closed accounts, declines, etc..
- 15. Advertiser's account may be sent to a credit-reporting agency.
- 16. Any court judgment shall bear post-judgment interest at the highest rate allowed by law. Everything that I have stated in this contract is correct to the best of my knowledge. Publisher is authorized to check Advertiser's credit history.
- 17. This contract shall be construed and enforced in accordance with the laws of the State of Maryland. Venue for any legal action shall be in Montgomery County, Maryland.