

## Advertising Agreement

In consideration of the mutual agreement herein contained and acceptance of the agreement by **Wawarsing.Net** and the **Ellenville-Wawarsing Chamber of Commerce (EWCOG, Publisher)**, the undersigned **Advertiser** agrees to furnish display advertising copy for the size, price, and period indicated, images and/or text of which is satisfactory to **Publisher**.

- 1) **Wawarsing.Net** is published in print and online form by the **Ellenville-Wawarsing Chamber of Commerce**, which reserves the right to revise, reject, refuse, or cancel any ad or copy at its option at anytime. All advertising is accepted subject to approval by the **Publisher**. **Wawarsing.Net** will not knowingly accept or publish material that is in violation of the law, or which in the opinion of legal counsel may expose it to legal action, or which, in the opinion of the **Publisher**, is offensive.
- 2) **Advertiser** states that it has the authority to place the ad and agrees to assume liability for all contents of all ads published, as well as any claim arising therefrom made against **Wawarsing.Net** or the **EWCOG**. **Advertiser** will indemnify and hold harmless the **EWCOG**, its officers, representatives, and contractors, for all contents supplied to **Publisher**, including text, representations and illustrations of advertisements published, and for any claim arising from contents including, but not limited to, defamation, invasion of privacy, copyright infringement, plagiarism.
- 3) All rights and privileges granted to a prospective **Advertiser** are his/hers alone and cannot be transferred to any other party. In order to avoid confusing or misleading our readers, any ad that appears similar to news material will have the word "advertisement" inserted above and/or below the ad.
- 4) Print publication of an ad shall be sole proof of acceptance; liability for pre-paid unpublished ads shall extend only to refund of that month's rate, or pro-rated rate for multi-run discounts, or as credit for a future ad of the same size and cost. **Wawarsing.Net** and **EWCOG** shall not be held responsible for omissions, and any errors will be equitably adjusted between **Advertiser** and **Publisher**.
- 5) Placement of ads online may or may not follow exact placement as print format; online versions of **Wawarsing.Net** are at the discretion of **Publisher**, and may or may not follow the time schedule of the print version. Ad rates are strictly based on print publication only, per print issue; online placement of ads is to be considered only as a free bonus service of the **Publisher**.
- 6) **Advertiser** may request special placement of ad at premium rates, as available; if a premium slot has already been reserved, and that is unknown to a representative of the **Advertiser** or **EWCOG**, the **Publisher** reserves the right to convert the ad to a less costly or Run of Issue ad at the lower rates, the difference to be refunded or credited to the **Advertiser**, as requested. Every attempt shall be made to alert the **Advertiser**, in advance of the deadlines, of available ad slots, and to provide the best options when any conflicts are discovered.
- 7) **Publisher** is not bound by any terms or conditions, printed or otherwise, appearing on order blanks, **Advertiser** forms, or copy instructions when in conflict with terms and conditions of this current Agreement and attached current Rate Card.
- 8) The **EWCOG** reserves the right to terminate this agreement or any parts of it at any time after three months from the signing date in the event of an increase in the cost of operation or any other cause beyond its control. The **Publisher** reserves the right to adjust ad rates on 30-days notice. The **EWCOG** shall not be liable for failure to print, publish, or circulate all or any part of an issue due to acts of God or government, strikes and accidents or any circumstances beyond the control of **Wawarsing.Net** or the **EWCOG**.

Full Page:  2/3 Page:  Half Page:  1/3 Page:  1/4 Page:  12-Month Run  \_\_\_\_\_  
1/5 Page:  1/6 Page:  1/8 Page:  1/10 Page (BizCard):  6-Month Run  \_\_\_\_\_  
Back Cover  Inside Front Cover  Inside Back Cover  3-Month Run  \_\_\_\_\_  
Square  Vertical  Horizontal  1-Month Run  (no discount)  
Camera-Ready  Text-Only  Color  EWCOG Member  \_\_\_\_\_

ADVERTISER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE/FAX/EMAIL: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

DATE PAID: \_\_\_\_\_ START ISSUE: \_\_\_\_\_ SAME AD @ MONTH?

TOTAL PAYMENT: \_\_\_\_\_ CASH:  CHECK:  # \_\_\_\_\_

***There is NO BILLING DEPT. Payment MUST be included with all Ads by Confirmation Date. To receive multi-month discounts, payment IN FULL for the entire run must be included at time of initial placement. All ads must be confirmed by the 15<sup>th</sup> of the month and copy submitted by the 20<sup>th</sup> of the month for the next issue.***